



LEASE AGREEMENT

Date: <u>February 28, 2016</u>	Apartment Community: <u>Upper Eastside Lofts</u> (the "Community")		
Resident Name: _(herein "you" or "your")		Permanent Address:	Student ID No:
Landlord/Owner: <u>University Enterprises, Inc.</u> (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)		Owner's Address: <u>6400 Folsom Blvd</u> <u>Sacramento, CA 95819</u> <u>916-739-0900</u>	
Property Manager: <u>EDR Management Inc.</u> ("Manager")	Lease Term: _("Starting Date") ("Ending Date")		

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

1. **LEASED PREMISES.** We agree to lease to you and you agree to lease from us, one furnished Bed Space for your exclusive use (referred to herein as your "**Bed Space**") in a _Bed Space apartment , and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another Bed Space, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and laundry facilities within the Apartment (the "**Common Areas**"). Your Bed Space, the other Bed Spaces in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**" or "**Premises**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.

2. **LEASE TERM.** The Lease starts on the Starting Date, and ends at **12:00pm** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for military service as specified by law. You may not occupy your Bed Space until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bed Space for you while we are waiting on you to submit a complete set of documents. If your Bed Space is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bed Space is available for your occupancy. Thereafter, if your Bed Space cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 12 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bed Space to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**

3. **RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is \$ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in, equal installments of \$ payable as follows; the first installment due on, with remaining installments due on or before the **1st** day of each month beginning.

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The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base Rent	\$
Parking	\$
TOTAL RENT	\$

With the exception of the first installment, you will pay us the "Rent Installment", which is composed of the Base Rent and other incidental charges, on or before the 1st day of each month, without any demand from us for payment. All amounts due are payable to University Enterprises, Inc. 6400 Folsom Blvd, Sacramento, CA 95819. Forms of payment accepted are: personal check cashier's check money order [In no case will personal checks be accepted after the 3rd day of the month or in response to a notice to pay rent or quit or a notice to perform covenant or quit requiring payment]. The normal hours available to make payments in person are from 9 a.m. to 5 p.m., on all non-holiday Monday through Friday. Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, we provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent.

If your Rent is not paid by 11:59pm on the third (3rd) day of the month, your Rent is late and you will be charged \$25.00 in addition to your Rent to offset administrative costs incurred by us to process your late payment and in recognition of a reasonable approximation of actual damages to the Owner resulting from your late payment, and not as liquidated damages. In addition, beginning with the 6th day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid, to further offset administrative costs incurred by us to process your late payment and in recognition of a reasonable approximation of actual damages to the Owner resulting from your late payment, and not as liquidated damages. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.

4. APPLICATION OF PAYMENTS. Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of \$25.00 for the first returned check and \$35.00 for any subsequent returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent or to enforce any other right available to us under California law, regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

5. UTILITIES We will furnish the following utilities (through independent third party providers) if checked: Cable TV, Electricity, Gas, Water, Sewer, Garbage Removal, Telephone.

If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

6. INTERNET. We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE,**

INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 6.

7. **RELOCATION.** It is understood that the Apartment contains other Bed Spaces in which other residents may reside. If the Apartment consists of more than one Bed Space, we have the right, when any Bed Space within the Apartment is unoccupied, to place a new resident in the unoccupied Bed Space unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied Bed Space. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon 5 days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than 5 days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$ will be required to be paid in advance of any relocation to offset administrative costs incurred by us in connection with your relocation and in recognition of a reasonable approximation of actual damages to the Owner resulting from your relocation, and not as liquidated damages. Our consent to one or more relocations will not be a waiver of any of our rights with respect to any future relocation(s) requested by you.
8. **DEPOSIT. (\$0.00)** as security for residents' performance under this lease has been deposited. Owner may, at its option, claim from the security deposit such amounts as are reasonably necessary to remedy certain of residents' defaults in this agreement, including defaults in the payment of rent to clean the unit when resident moves out, to repair damages to the premises caused by the resident and/or members of resident's family, guests or visitors, exclusive of ordinary wear and tear and to repair or replace furnishings or personal property. Should the deposit be of an inadequate amount to cure any default(s) or damage under this lease, resident agrees to immediately pay to owner the difference between the security deposit and the total default or damage amount if this lease has been terminated. The terms of this paragraph shall survive the termination of this lease.
9. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture and personal property to its original position prior to vacating your Bed Space and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
10. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. You may not change any locks. You agree that your request for maintenance or repairs shall constitute permission to enter.
11. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including vehicles, arising from theft, vandalism, acts of terror or casualty occurring in the Apartment or the Community. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. We are not liable if another resident in the Apartment was untruthful on any written documentation. You agree to indemnify, waive all subrogation, and hold harmless the Owner, **University Enterprises, Inc., EDR Management Inc.**, and their agents, affiliates, successors, assigns, employees, property managers, members, officers, directors, and attorneys from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this Lease or otherwise. Any property you keep or store at the Community is at your own risk.

WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.

You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons

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enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

- 12. DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Bed Space should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bed Space. In the event of such damage or destruction to your Bed Space your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a Bed Space within the Community or reasonably similar accommodation, and only if you are not responsible for the damage.
- 13. DEFAULT.** You are in violation of this Lease if any of the following occur:
- a. You fail to provide all of the required payments and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease.
 - b. You fail to pay Rent or any other amount owed as directed by this Lease;
 - c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
 - d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
 - e. You fail to move into your Bed Space after completion of all required documentation, or if you abandon or apparently abandon your Bed Space (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bed Space);
 - f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
 - g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in a conviction, jail or prison time and/or deferred adjudication;
 - h. Any illegal drugs or illegal drug paraphernalia are found in your Bed Space or the Apartment (whether or not we can establish possession);
 - i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident Apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community; or
 - j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bed Space or in the Apartment.
- 14. REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:
- a. Collect any charge imposed by the Lease;
 - b. Interrupt your internet service;
 - c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
 - d. Terminate the Lease and your right to occupy your Bed Space and institute an action for eviction;
 - e. Terminate your right to occupy your Bed Space and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bed Space;
 - f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
 - g. Report all violations to credit reporting agencies; and
 - h. Do any combination of a, b, c, d, e, f or g.
 - i. In the event of a default for failure to provide all of the required payments and documents, including a guaranty or security deposit, within **15** days of our execution of this Lease, you acknowledge that we will incur opportunity costs in addition to administrative costs. You further acknowledge that, in such a case, our damages will be impracticable or difficult to quantify. In addition our being able to terminate the Lease on account of your failure, you agree to pay to us a one-time fee in the amount of **three** Rent Installments to offset our costs, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease, and not as liquidated damages.

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The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bed Space and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent 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.

15. **RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

16. **CONDITION OF PREMISES.**

a. **Acceptance of Premises.** An Apartment Condition Form will be provided to you at the time that you move into the Premises. Within forty-eight (48) hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bed Space and in the Apartment; otherwise, your Bed Space, the Apartment, and the fixtures, appliances and furniture in your Bed Space and the Apartment 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. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BED SPACE, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BED SPACE AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN**

THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR BED SPACE, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BED SPACE AND THE APARTMENT.

b. **Duty to Maintain.** You are responsible for taking reasonable steps to keep your Bed Space and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bed Space and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the Apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; and (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongings or other portions of the Community as necessary to eradicate the infestation.

c. **Responsibility for Damages.** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bed Space assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bed Space, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within three (3) days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bed Space and the furnishings provided in the Bed Space. In addition, you will

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be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the termination of this Lease.

- d. **Repair & Deduct Remedy.** You may use the "repair and deduct" remedy for certain defects, but only if the following conditions have been met: (i) the defects are serious and directly related to your health and safety; (ii) the repairs do not cost more than one month's rent; (iii) you have not used the repair and deduct remedy more than twice in any twelve (12) month period; (iv) you or your family, guests, or pets did not cause the defects that require repair; (v) you informed us, either orally or in writing, of the repairs that were needed; (vi) you gave us a reasonable period of time to make the needed repairs and we did not make the repairs within a reasonable time; and (vii) you presented us with receipts after the repairs were made.

17. **RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bed Space to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, (including pregnancy, childbirth or medical conditions related to them, as well as gender and perception of gender), color, sexual orientation, marital or familial status, ancestry or national origin, source of income, age, disability or handicap, medical condition, or any other reason prohibited by law. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent. If you have a disability, we must allow you to make reasonable modifications to the Apartment to the extent necessary to allow you the full enjoyment of the premises; in this case, you must pay for the accommodations. We may also require you to enter into an agreement to restore the interior of the Apartment to its previous condition at the end of your tenancy. We may also enter into an agreement with you, as part of your agreement to restore the Apartment, for you to pay a reasonable estimate of the restoration cost into an escrow account.
18. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum. Without waiving your rights as a Resident under Civil Code §§ 1950.5, 1953, or 1954, you will not move out of your Bed Space or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bed Space or the Apartment. Unless otherwise allowed by law, no surrender of your Bed Space by delivery of keys or otherwise will terminate your obligations under this Lease unless and until expressly accepted in writing by us.
19. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bed Space and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bed Spaces and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 16 above. If you leave any of your property in your Bed Space or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you after the expiration of applicable notice and grace periods as provided by law, and we can take such action as allowed by law with respect to storing, releasing, selling, or disposing of such property and we reserve all rights under law to charge you our costs associated with such actions. If we reasonably believe the total resale value of the abandoned property to be less than **\$300.00**, we reserve all rights under state law to retain the property for our own use or dispose of it in any manner.
20. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
21. **CONSENT TO JURISDICTION.** This Lease has been entered into in the County of **Sacramento** and State of **California**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Sacramento** County and the State **California**.
22. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State **California**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

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23. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
25. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease, including the Rules and Regulations (and any later written amendments thereto) and the Guaranty, contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to 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 unless done in writing and signed by us.
26. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bed Space and the Guarantor where applicable.
27. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
28. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
29. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
30. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
31. **SALES.** Any sale of the 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 Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
32. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
33. **HOLDING OVER.** If you still occupy your Bed Space past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bed Space, then you will be required to pay holdover rent in the amount of **\$150.00** per day for your holdover occupancy and not as liquidated damages, and in recognition of a reasonable approximation of the rent which we would receive from another resident, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bed Space and damages from you.
34. **NOTICES: ELECTRONIC NOTIFICATION.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice

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to you via electronic delivery. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (*standard text messaging fees may apply – to opt out simply respond “stop” to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment or as otherwise allowed by law. When the notice applies to more than one resident of the Apartment, such notice, unless otherwise required by law, shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

35. PARKING. A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage.

36. PHOTOGRAPH RELEASE. You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby release, forever discharge, and agree to hold harmless the Owner, **University Enterprises, Inc., EDR Management Inc.**, and any of their agents, affiliates, successors, assigns, employees, property managers, members, officers, directors, and attorneys or someone authorized by them, for any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether based upon common law or statute or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy, arising out of, in any way, the use of your photograph or photographic image. This release

Contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

37. REGISTERED SEX OFFENDERS NOTICE. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: **University Enterprises, Inc.**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date



UPPER EASTSIDE LOFTS RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of residents in Upper Eastside Lofts, for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook., Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure, but we reserve the right to act immediately and without following the below steps if, in our sole discretion, we decide that doing so is preferable under the circumstances:

First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

Second: If there is a second complaint following the issuance of a written warning we will investigate and if we find that the complaint is of merit, you will be assessed an amount of money to cover administrative costs incurred by us in connection with the investigation and not as liquidated damages, which you must pay immediately.

Third: If there is a third complaint following the issuance of a written warning and administrative fee, we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional amount of money to cover administrative costs incurred by us in connection with the investigation and not as liquidated damages which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. Unless otherwise allowed by law, you will not use any part of the Community, Apartment, or Premises for any commercial business or purpose. You will use and occupy your Bed Space, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. Unless otherwise allowed by law, you will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bed Space or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bed Space or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. Pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply, but we reserve the right to act immediately and without following the below steps if, in our sole discretion, we decide that doing so is preferable under the circumstances:

First: A written warning will be issued to you specifying the complaint and a **\$100.00** pet fee must be paid by you to cover administrative costs incurred by us in connection with the investigation, notice, and removal process. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

Second: Upon a second violation, a **\$200.00** pet fee must be paid by you to cover administrative costs incurred by us in connection with the investigation, notice, and removal process, and we may declare the Lease Agreement to be in default. Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should



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6. Be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
7. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
8. Due to the risk of fire hazard, live decorations such as trees/wreaths are prohibited.
 9. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
10. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
11. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
12. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
13. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you and/or the vehicle owner.
14. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of **\$25.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$45.00** per lock. A fee will be assessed for lock-outs to cover our costs associated with assisting you with lock-outs.
15. You must comply with all posted Rules and Regulations.
16. Trash containers and trash chutes are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time as allowed by law and assess our costs to you for removing any items covered by this section, up to **\$50.00** for each item that we must remove.



Resident: _____ Owner/Agent: _____

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- 17. No gathering, unless sponsored by us, may exceed ten (10) persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The Units are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Unit and on the floors below you.**
- 18.** Subject to our right to remove it at any time, we are providing a controlled access gate (the "Gate") in an attempt to control access to the Community - it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.
- 19.** All terms defined in the Lease shall have the same meaning in the Rules and Regulations.
- 20.** We reserve the right to amend these Rules and Regulations at any time without prior written notice.
- 21.** Self-balancing scooters, e.g. battery operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.



Resident: _____ Owner/Agent: _____

PARKING APPLICATION

***Parking is issued on a first come, first serve basis and the number of spaces available is limited.**

Residents intending to purchase a parking permit must agree to the following terms:

1. A fully completed, signed, and active Upper Eastside Lofts lease is required to obtain a parking permit.
2. Permits must be clearly displayed, visible through the front windshield at all times.
3. Towing is authorized by residents only for parking in an unassigned space.
4. Vehicles must possess current vehicle registration, be in operating condition, and meet all other guidelines as listed on Page 5, Item 12 of the Upper Eastside Lofts lease agreement as well as the Resident Handbook.
5. UEL offers the following 3 parking options:
 - Main Lot - **\$40.00**
 - Lot "A" - **\$30.00**
 - Garage - **\$90.00**
6. **If you wish to cancel your parking permit, you must notify management by the 15th of the month to have your charges canceled for the following month.**
7. Permits are non-transferable unless authorized by management.
8. Residents must understand that the property is not liable, under any circumstances, for any damage or loss to your motor vehicle or contents.
9. Parking is issued on a month-to-month basis and may be canceled by management at any time.

RESIDENT INFORMATION					
Last Name: Flintstone		First Name: Wilma		Cell Phone: (408) 888-8888	
Permanent Address: 123 Fake1 Street, Campbell, CA 95008 - US		City: Campbell	State: CA	Zip Code: 95008	
VEHICLE INFORMATION					
Make:	Model:	Year:	Color:	Plate #:	State:
Desired Parking Location (Select One): <input checked="" type="checkbox"/> Main Lot <input type="checkbox"/> Lot "A" <input type="checkbox"/> Garage					

I certify that all of the information listed above is correct, and agree to all of the policies and procedures listed.

(Resident)

Date

(Owner/Agent)

Date



SECURITY DEPOSIT ADDENDUM

This Security Deposit Addendum ("Addendum") is made part of the Lease Agreement ("Agreement") dated **February 28, 2016**, between **University Enterprises, Inc.** ("Owner" or "us" or "we" or "our") and _("Resident"). This Addendum replaced Agreement paragraph 8.

- 1. SECURITY DEPOSIT AMOUNT AND DUE DATE.** In addition to the Rent, you agree to pay, a one-time security deposit of **\$250.00** is required for the use of facilities and service-related functions associated with this Lease (the "Security Deposit"). The Security Deposit must be paid to us **University Enterprises, Inc.** on _____ .
- 2. FAILURE TO PAY SECURITY DEPOSIT.** If you fail to pay the Security Deposit when due, we have no obligation to give you possession of the Premises, and we may rescind the Agreement and keep any portion of funds that you have paid (if any) necessary to compensate us for your breach of the Agreement.
- 3. USE OF SECURITY DEPOSIT.** We will hold the Security Deposit in compliance with California Civil Code §1950.5. We will fully refund it to you if you comply with all of your rental obligations. Unless required by law, we will not hold the Security Deposit in trust, deposit it in a segregated account, invest it in an interest-bearing account, nor pay you any interest on the Security Deposit. If you do not comply with all of your rental obligations, we may use the security deposit to:
 - Compensate us for your payment default; or breach of any other obligation under the Agreement, including the cost of recovering possession of the Premises, rental commissions, advertising expenses and other costs incurred because of your breach of the Agreement and the Rent and other amounts due through the end of the Agreement term, (including Rent due up through the date you vacate the Premises, Rent due through the date of judgment, and Rent due after the date of judgment through the end of the original Agreement term) and any other amount necessary to compensate us for your breach of the Agreement, minus amounts we reasonably could have avoided;
 - Clean the Premises at the termination of the tenancy, if not returned to us at the same level of cleanliness as received;
 - Remedy defaults by you in any obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear; or
 - Repair damages to the Premises, exclusive of ordinary wear and tear, caused by you or your guests or agents. Damage or deterioration of the Premises is not ordinary wear and tear if it could have been prevented by good maintenance practices by you, or if you failed to notify us of a maintenance issue in a timely fashion in writing so that we could prevent the damage or deterioration.
- 4. YOU MAY NOT PAY THE LAST MONTH'S RENT FROM THE SECURITY DEPOSIT.** You may not use the Security Deposit in lieu of last month's Rent or other amounts due under the Agreement.
- 5. REMOVE-OUT INSPECTION.** If we know you intend to vacate the Premises, we will give you written notice of your right to a pre-move out inspection as required by law. This inspection allows you to identify and correct any deficiencies in the Premises to avoid Security Deposit deductions. If you notify us that you want the inspection, we will inspect the Premises (no earlier than two weeks before termination of the tenancy) and provide you with an itemized statement specifying repairs or cleaning to be made at your expense. Except as otherwise specified in the Agreement or under applicable law, you may make these repairs yourself, or clean the Premises yourself, before you move out to avoid these deductions from your Security Deposit. You have the right to be present during the inspection.
- 6. REFUND AND ACCOUNTING TO BE SENT WITHIN 21 DAYS.** Within 21 days after you return possession of the Premises to us, we will refund amounts due to you from the Security Deposit, plus an accounting of how we have used any portion of the Security Deposit that we have retained. If the Security Deposit is insufficient to satisfy the total charges, we will send to you an itemized bill payable on demand.

(Owner/Agent)

Date