

## LEASE CONTRACT

All residents are required to sign a Lease Contract to live at a community managed by Peak Campus (“Peak Campus”). You are encouraged to review the Lease Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Lease Contract. **YOU ARE URGED TO READ THIS LEASE CONTRACT CAREFULLY!**

This is a **LEGALLY** binding document that holds you responsible for paying rent on a specific Unit Type within a price range, as listed below. If an Exclusive Bed Space in that Unit Type is not available, the management team will work to get you in a different Unit Type or refund your Administration Fee and release you from this Lease Contract. If an Exclusive Bed Space is available in the Unit Type, you are held responsible for the Term of the Lease Contract.

You must be at least 18 years of age to execute this Lease Contract. However, if you are 17 years of age, you can execute this Lease Contract so long as you have a guarantor that is at least 18 years of age or older.

The terms used in this Lease Contract are defined:

- **Application Fee:** “Application Fee” shall mean the non-refundable fee required by Owner to process the Application. The Application Fee covers Owner’s time and expense in obtaining information about you such as checking your references and obtaining and reviewing your consumer report.
- **Administration Fee:** “Administration Fee” is a one-time fee required by Owner. The Administration Fee includes items such as the preparation of this Lease Contract and related Documents, setting up your account ledger and other time, costs and expenses associated with the processing of this Lease Contract. The Administration Fee will be refunded to you ONLY if: i) an Exclusive Bed Space cannot be leased to you, ii) your Application is not approved by Owner, or iii) you withdraw your Application within **72 hours** after signing the Application (pursuant to the terms of the Application). Otherwise, the Administration Fee shall be retained by Owner as liquidated damages, including but not limited to situations where you either: i) fail to sign this Lease Contract after approval by Owner, or ii) 72 or more hours have passed after your execution of the Application. You agree that Owner’s damages from your failure to sign the Lease Contract or attempted withdrawal of your Application are difficult to ascertain, and the Administration Fee is a reasonable estimate of those damages.
- **Common Areas:** “Common Areas” are those areas located within the Unit that are not exclusively leased to other persons residing in the Unit.
- **Community Areas:** “Community Areas” are those areas located within the Community to which all residents of the Community have general access (such as amenities, hallways, breezeways, lobbies, courtyards, study rooms, etc.).
- **Amenities:** “Amenities” are those areas specifically set forth in the Rules and Regulations for the Community.
- **Telecom Fee:** “Telecom Fee” is a fee required by Owner. The Telecom Fee includes the cost of set up and management of cable, Internet and utility management services.
- **Lease Contract:** This “Lease Contract,” which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- **Reletting Fee:** The Reletting Fee is a liquidated amount covering only Owner’s damages associated with Owner’s time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain.
- **Execution Date:** “Execution Date” shall be the date on which this Lease Contract was executed by Resident.
- **Owner:** “Owner” shall be the Owner, Hawley Street Members, LLC; Owner’s Agent, Peak Campus Management, LLC; and the Community, 20 Hawley Street.
- **Resident:** “Resident” shall be:
- **Guarantor:** “Guarantor” (the person who is legally responsible for all financial obligations of Resident) shall be as stated in the Guaranty of Resident Obligations Form.
- **Roommates:** “Roommates” shall be the persons occupying the other exclusive bed spaces within the Unit and sharing the Common Areas.
- **Exclusive Bed Space:** “Exclusive Bed Space” is your sole (if Bedroom is private) or shared (if Bedroom is shared) use of a bedroom (“Bedroom”) in a unit (“Apartment” or “Unit”).
- **Premises:** “Premises” shall be an Exclusive Bed Space in a \_\_\_\_\_ (Unit Type) at 20 Hawley Street (the “Community”) located at 20 Hawley Street, Binghamton, NY 13901 (Unit/bed number and Community Address). In the event the Exclusive Bed Space and/or the Unit are not assigned to Resident as of the Execution Date, Resident acknowledges that these will be assigned at a later date prior to Resident moving into the Unit. Resident acknowledges that Resident will sign an Exclusive Bed Space Addendum upon Owner’s request, upon the same terms stated herein which identifies the Exclusive Bed Space and Unit. In the event Resident fails to sign the Exclusive Bed Space Addendum, Resident agrees that Owner shall have the right to identify such Exclusive Bed Space and Unit in a new or modified contract and that such designation shall be incorporated into this Lease Contract as if Resident has signed this Lease Contract identifying such Exclusive Bed Space and Unit.

- **Term:** The Term of this Lease Contract shall begin at 12:00 noon on \_\_\_\_\_ (the “Commencement Date”) and end at 9:00 AM on \_\_\_\_\_ (the “Expiration Date”).
- **Rent:** "Rent" shall be paid in \_\_\_\_\_ equal installments of \$ \_\_\_\_\_ (“Rent Installment”) (plus any incidental additional charges including, but not limited to, Additional Rent, as set forth in this Lease Contract and all applicable fees and sales taxes, collectively, “Rent”) for the Term of this Lease Contract. Rent will be due on the 1<sup>st</sup> day of the month. Rent is paid on an installment plan that is unique to student housing versus the first month of prorated rent in traditional apartment housing. Instead of prorating rent and charging a higher rate in subsequent months, Owner takes the total sum of Rent and divides it into equal installments. The breakdown of a Rent Installment is set forth below:

Base Rent: \$ \_\_\_\_\_  
 Other Fees Total: \$ \_\_\_\_\_  
 Amount of each Rent Installment: \$ \_\_\_\_\_

**Summary of Financial Charges**

All installments and fees made payable to	20 Hawley Street 20 Hawley Street Binghamton, NY 13901
NON-REFUNDABLE APPLICATION FEE • Renewals are not required to pay this fee	\$100
ADMINISTRATION FEE • Renewals are not required to pay this fee	\$150
SECURITY DEPOSIT	\$300
TELECOM FEE – DUE AT MOVE IN • Renewals are not required to pay this fee	\$60
LATE CHARGE • Charged on the sixth (6 <sup>th</sup> ) day of the month if Rent is not paid by the fifth (5 <sup>th</sup> ) day of the month. Rent is delinquent until Rent is paid in full.	\$50 (or 5% of the overdue amount, whichever is less)
RETURNED CHECK CHARGE FOR EACH RETURNED CHECK	\$20
ASSIGNMENT FEE	\$350
RELETTING FEE • To be paid by Resident	\$500
TRANSFER FEE from Exclusive Bed Space to another exclusive bed space within the same Unit	\$150
TRANSFER FEE from Exclusive Bed Space to another exclusive bed space in a different Unit	\$350
Water / Sewer; Trash; Pest Control; Electricity	Included in Rent
Internet; Cable TV	Included in Telecom Fee
HOLDOVER RENT In an amount of the existing monthly Rent Installment.	200% of monthly Rent

1. **RENT:** In consideration of Resident’s compliance with the terms of this Lease Contract, Resident shall have the right to use and occupy the Exclusive Bed Space and other areas of the Premises on the terms hereof. The first Rent Installment shall be paid by Resident on or before July 1<sup>st</sup> and the remaining Rent Installments shall be paid by Resident on or before the first day of each subsequent calendar month (“Due Date”) without a grace period in advance and without demand, offset, or deduction until all Rent Installments have been paid to the Community at the property’s management office or such other place as Owner shall designate. All other charges due for services provided or charges assessed, including, but not limited to, charges for violating the Rules and Regulations, are hereinafter collectively referred to as “Additional Rent.” In the event any such charges are due under this Lease Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rent Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any Late Charge, as applicable (“Late Charges”), incurred by virtue of Resident’s failure to timely pay all sums due from Resident to Owner. In the event local or state ordinances require hotel or other taxes, Resident is responsible for paying such taxes. In the event additional municipal taxes or fees are assessed, current or not yet enacted, then Owner retains the right to charge Resident all such sums, to the extent authorized by applicable law. All Rent Installments and all other charges due shall be paid by personal check, cashier’s check, certified funds, or money order to Owner or by electronic payment if made available by Owner. Owner may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct

bank transfer, and Owner reserves the right to charge reasonable processing fees for such payment methods. Owner shall have the right to refuse any tender of payment in cash and by third party check. Owner is not responsible for or affiliated with any third party payment processor who may charge Resident a fee to use their online payment service to pay Rent and other charges. If Resident elects to use a third party payment processing service (via a web portal link on Owner's website, or other means), Resident waives all claims against Owner related to Resident's use of said service and further agrees to indemnify Owner for Resident's use of said service, to include any lost, missing, redirected or delayed payments; any downtime or website maintenance that may prevent Resident from paying Owner on time or Owner receiving payment on time; and any fees charged for any reason by the third party processor.

Payments made after the tenth day of the month must be paid by cashier's check or money order. If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the management office by the Due Date. Unless otherwise required by law, Rent Installments may not be withheld for any reason. After two (2) returned checks, all future Rent Installments owed must be paid in cashier's check or money order. Owner has the right to refuse to accept partial payments. In the event any Installment of Rent or other payment due hereunder is not paid in full at the property's management office or electronically, on or before the Due Date, Resident shall pay Late Charges as set forth herein, which amount shall be considered as Additional Rent. Late Charges are due and payable when assessed. If the Due Date falls on a holiday observed by Owner, payment must be made on the first day following the holiday. Resident shall pay Owner the amount as set forth herein as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any Late Charges resulting from the check's failure to be paid. Resident acknowledges the returned check charges and Late Charges specified herein represent an agreed upon charge for the administrative expense suffered by Owner as a result of such late payment and not payment for the use of money. Any returned check must be replaced by a cashier's check or money order. Partial payments will not be accepted on any returned check.

2. **DEPOSIT:** In the event Resident has deposited with Owner a deposit (the "Deposit"), it shall serve as partial security for all of Resident's obligations under this Lease Contract. The Deposit will not be Owner's limit of damages if Resident violates this Lease Contract, and Resident may be liable for damages in excess of the Deposit. Among other items, delinquent Rent payments and Late Charges, and the cost of labor and materials for cleaning and repairs in excess of "normal wear and tear" may be deducted from the Deposit. Resident shall have no right to have the Deposit applied to any portion of the total amount of Rent which may become due under this Lease Contract. Upon a sale and conveyance of the Community, Owner may transfer the Deposit to the new owner and upon such transfer and notice to Resident of such transfer, all of Owner's liability for such Deposit shall terminate and Owner shall have no further liability under this Lease Contract for events occurring after such transfer. Upon termination of this Lease Contract, Resident shall provide the Owner in writing with a forwarding address or new address to which any amount due from the Owner may be sent. If Resident fails to provide such forwarding address, then any amount due to the Resident shall be sent to the last known address of the Resident. Owner shall provide Resident an itemization of the application of the Deposit and a refund of the remaining balance of the Deposit, if any, 45 days after termination of the tenancy, delivery of possession of the Exclusive Bed Space to Owner by Resident and written notice from Resident of Resident's forwarding address. The Deposit has been placed in a separate interest bearing account for Resident's benefit in the following bank: TD Bank whose address is 38 Purchase Street, Rye, NY 10580. Owner shall pay interest owed on the Deposit per year, if any, pursuant to NY General Obligations Law, Article 7, Title 1, less an administrative fee equal to one percent (1%) of the Deposit. Resident shall be entitled to interest on the deposit, at Resident's option, either (i) applied to the Rent; (ii) held in an interest-bearing trust account until repaid at the termination of this Lease Contract; or (iii) repaid annually to Resident.
3. **ROOMMATES:** Resident acknowledges Owner has the right to assign a Roommate to any vacant exclusive bed space in the Unit before or during the Term of this Lease Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be afforded to all Roommates, and non-smoker rights prevail. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, between Resident and Roommates, or with any other residents that reside at the Community, does not constitute grounds for termination of this Lease Contract by Resident. Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all Lease Contract obligations relating to Common Areas and utilities (if applicable); however only you are liable for the Lease Contract obligations relating to your Exclusive Bed Space and the payment of your Rent.

4. **POSSESSION:** If actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready, or holdover by prior resident, Owner shall not be liable for damages by reason of such delay. Owner has the right, but not the obligation, to provide temporary housing if it is available. If temporary housing is not available, the Rent Installment will be abated per diem and pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Lease Contract. If Resident does not move in once the Premises are ready, to the fullest extent allowed by applicable law, Owner may sue for damages, including attorneys' fees, and may apply any deposits or monies of Resident in possession of Owner to Resident's outstanding balance.
5. **USE:** Resident shall occupy the Premises during the Term of this Lease Contract and use the Premises solely for residential purposes. Any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Lease Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. Resident is not allowed to occupy or use, or allow another person to occupy or use, an empty exclusive bed space within the Unit and Premises. In addition to its other remedies following a breach, Rent will be assessed to Resident as of the date Owner deems that an empty exclusive bed space is occupied or used. **With the exception of periods when school is not in session, Resident shall provide written notice to Owner of his/her anticipated absence from the Premises in excess of fourteen (14) days, no later than the first day of the extended absence. Willful failure to provide such notice may result in recoverable damages by Owner. Further, Owner may enter the Unit at times reasonably necessary during any period of Resident's absence in excess of fourteen (14) days.**
6. **CONDITION OF PREMISES:** Resident hereby acknowledges that the Premises are being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the Term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Resident within 24 hours of move in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In/Move-Out Condition Form and return it to Owner, or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the Lease Contract. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition; otherwise, Owner may charge Resident any reasonable cleaning costs.

In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PREMISES, THE UNIT, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES AND UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

7. **EARLY TERMINATION OF LEASE CONTRACT:** Resident acknowledges there is no right to early termination of the Lease Contract and Resident will not be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. However, Resident may have rights under New York law to terminate the Lease Contract in certain situations involving domestic violence, certain sexual offenses, senior citizens, or a military deployment or transfer by providing the required proof per state law and Peak Campus' policy. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.
8. **PARKING:** In addition to the other rights Owner has to tow vehicles in the Community pursuant to applicable law, Owner shall have the right to tow a vehicle that does not display an unexpired license plate or registration sticker or a valid inspection certificate in compliance with applicable law, including giving the owner or operator of the vehicle at least 10 days' written notice that the vehicle will be towed from the Community at the vehicle owner's or operator's expense if it is not removed from the parking area.
9. **ASSIGNMENT/SUBLEASES:** Resident shall not sublet, assign or transfer Resident's interest in the Lease Contract, or any part hereof, or any interest in the Premises without prior written consent of Owner. To request

a sublease, Resident must send a written request containing the following information to Owner by certified mail, return receipt requested: (a) length of the sublease; (b) name, home, and business address of the proposed subtenant; (c) reason for subletting; (d) Resident's address during the sublet; (e) written consent of any co-tenant, including Roommate(s), or guarantor; and (f) copy of the proposed sublease together with a copy of this Lease Contract. Owner may ask for additional information within 10 days after Resident's subletting request. Within 30 days of mailing the request or from Owner's request for additional information, whichever is later, Owner will notify Resident either consenting or denying the sublease, including reasons for the denial. Resident is liable to Owner for all obligations contained in this Lease Contract, including rent, even if the Owner consents to the sublease.

If Owner consents to an assignment of the Lease Contract, all rent and other payments must be made by the assignee ("Assigned Resident") directly to Owner. All assignees approved by Owner agree to comply with all the terms of this Lease Contract as if they had originally executed this Lease Contract. Resident will remain liable to Owner for payment of the rent and other sums due under this Lease Contract and for performance of the obligations contained in this Lease Contract even after an assignment is approved by Owner. Resident will be responsible to pay Owner the assignment fee ("Assignment Fee"). Consent shall be withheld until all fees are paid and replacement is fully qualified. Owner's consent to one assignment will not be construed as consent to any further request for an assignment or a waiver of Owner's right, in Owner's discretion, to consent to future requests. Owner is NOT RESPONSIBLE FOR FINDING RESIDENT AN ASSIGNEE.

The Assignment Fee described in this Lease Contract is separate and distinct from the Reletting Fee. The Assignment Fee is applicable when Resident finds a replacement resident, approved by Owner. The Reletting Fee is applicable when Owner finds a replacement resident. Under either circumstance, Owner is authorized to continue charging Resident Rent until an acceptable resident is identified, subject to Owner's reasonable duty to mitigate.

**RENTAL PROHIBITED:** Resident agrees not to accept anything of value from anyone else for the use of any part of the Premises. Resident agrees not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for rent.

10. **ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and/or Unit or any part thereof including, but not limited to, the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any locks without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair or replacement is not required upon Resident's vacating the Premises. No additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent.
11. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** Resident shall promptly report to Owner, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises at the property's management office or designated place (except in the case of emergencies such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes on Resident's oral requests do not constitute a written request from Resident. Compliance by Owner with any oral request does not waive the strict requirement for written notices under this Lease Contract. Resident must immediately notify Owner in writing of water leaks, visible mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner reserves the right to relocate Resident to perform work or to avoid property damage. Owner may also temporarily suspend any utility or other service to the Community and turn off equipment as needed to do maintenance and/or repair and/or protect the Community, Premises, or Resident(s) from risk of harm or loss.

Resident shall be liable for, and shall pay, all costs and expenses for damages and repairs to the Premises or Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable state law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate

attention. After-hours emergency repair requests can be made by contacting the management office directly at the advertised phone number and following the applicable answering service prompts.

Owner will act with customary diligence to keep common areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to Resident's obligation to pay for damages for which Resident is liable.

12. **OWNER'S RIGHT OF INSPECTION AND ENTRY:** Resident agrees that Owner and/or a representative of the Code Enforcement Bureau of the City of Binghamton may enter the Premises and the Unit or other units at the Community at reasonable hours for any reasonable business purpose in accordance with applicable law, including, but not limited to: performing monthly unit inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Lease Contract; allowing entry by a law officer with a search or arrest warrant, subpoena or court order; displaying the Premises to prospective residents, government representatives determining housing or fire ordinance compliance, prospective buyers, insurance agents, lenders, contractors, and appraisers. In an emergency situation, Owner may enter without notice at any time to protect life or prevent damage to the Premises. Resident, by placing a work order for work to be performed, authorizes Owner to enter the Premises and the Unit for the purposes of completing that work order in a timely manner. If Resident refuses Owner the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner.
13. **RESIDENT'S RESPONSIBILITY FOR SECURITY:** Resident acknowledges that Owner has not made any representations, either written or oral, concerning the safety of the Community in which the Premises are located or the effectiveness or operability of any security devices or measures on the Premises or Community. Owner neither warrants nor guarantees the safety or security of Resident or Resident's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests, or occupants of any unit. In the event cameras have been installed, these cameras are not monitored on a 24-hour basis and are not designed to provide personal security services. **Each Resident and their guest(s) or invitee(s) is responsible for protecting his or her own person and property.** Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures, including, but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, carbon monoxide detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including, but not limited to, alarms, carbon monoxide detectors, sprinklers and smoke detectors. Resident agrees Resident will not disable, disconnect, alter or remove the carbon monoxide detectors, sprinklers, smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Owner with the alarm code and any special instructions for lawful entry into the Unit when no one is there. Any charges resulting from the use of the intrusion alarm will be charged to Resident as Additional Rent, including, but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates (including, but not limited to, approaching the gates slowly with caution; not stopping where the gate can hit Resident's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident's code, card, or remote to anyone else; not tampering with the gates). Owner has no duty to maintain the gates or fencing.

Owner will comply with the requirements of state law with respect to providing elevator mirrors, doors, door locks, and peepholes to units at the Community. All Resident requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by New York law.

14. **RELOCATION:** For purposes of operating efficiently and harmoniously, Owner reserves the right at any time, upon **five (5) days'** prior written notice to Resident, to relocate Resident to another Bedroom in the Unit or to another unit within the Community. Owner will assist Resident in moving Resident's personal property and pay for rekeying if Owner requires transfer. **If Resident requests a transfer, and the transfer is approved by Owner, Resident will be required to pay a fee to transfer ("Transfer Fee").**
15. **CASUALTY:** In the event of fire or other casualty, Resident must immediately notify Owner. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest(s), licensee(s) or invitee(s), the Premises, may be promptly restored and repaired by Owner and any Rent Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rent Installment(s) will not be abated. However, if the Premises are substantially destroyed, then this Lease Contract may be terminated by Owner, in which event the remaining unpaid Rent Installments due hereunder shall cease to accrue as of the date of such damage or destruction. Resident may terminate this Lease Contract by giving fourteen (14) days' written notice of Resident's intent to terminate; Owner may terminate by given Resident thirty (30) days' written notice. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rent Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guest(s), licensee(s) or invitee(s) of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.
16. **INSURANCE REQUIREMENT FOR RESIDENT'S PROPERTY AND LIABILITY:** Resident will be responsible for all damages caused by Resident, including, but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system, if applicable. Resident is **REQUIRED TO** maintain liability insurance in the amount of one hundred thousand dollars (\$100,000.00) or more per occurrence, covering both property damage and bodily injury resulting from resident's negligence and that of its guests or other invitees. Such policy shall be obtained from a reputable carrier licensed to do business in the state in which the Community is located and written as primary and shall not be contributory with or in excess of any coverage carried by Owner. Resident shall provide a certificate of insurance naming Owner (Hawley Street Members, LLC) as certificate holder, and shall request that Owner be named as an Additional Insured and that Owner be given notice in the event of cancellation. Failure to maintain the minimum level of liability coverage required herein shall constitute a material breach of this Lease Contract and, at Owner's sole discretion, may result in the termination of tenancy, eviction and/or any other remedies as provided by this Lease Contract.

Resident is strongly encouraged to acquire and maintain Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats, and valuables kept by Resident in or about the Premises, Unit, Exclusive Bed Space, and Community. **Owner is not liable to Resident, Roommates, or their respective guests or invitees for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, surges or interruption of utilities or other occurrences unless such damage, injury, or loss is directly caused by the gross negligence of Owner. To the extent allowed by law, Resident expressly waives all claims for such injury, loss, or damage.** The Owner is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property.

In the event that Resident does not have their own personal property and liability insurance policy, Owner has arranged for its preferred vendor, Arthur J. Gallagher, to provide insurance covering both personal property and liability for residents of the Community that will meet this insurance requirement. Resident must complete the Insurance Addendum prior to the Commencement Date to select a coverage option.

17. **OWNER'S PERMISSION OR CONSENT:** This Lease Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Lease Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.
18. **NOTICES:** Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Lease Contract or otherwise. Failure of Resident

to give such notification in writing within the time prescribed shall constitute a total and complete waiver of said alleged violation, and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Lease Contract. Owner has designated Peak Campus Management, LLC as its agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Lease Contract or otherwise, must be in writing and must be delivered by certified mail, return receipt requested, to: Peak Campus Management, 2970 Clairmont Road, Suite 310, Atlanta, GA 30329; c/o Vice President of Property Management. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Unit. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law.

19. **DEFAULT BY RESIDENT:** Resident (and Resident's guests if applicable) agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including, but not limited to, those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in effect or which may be hereafter be enacted. Resident will be in default if: (1) Resident fails to pay any Rent Installment or Additional Rent, as and when due hereunder; (2) Resident abandons the Premises; (3) Resident fails to perform any of his or her obligations hereunder; (4) Any information contained in Resident's Housing Application is untrue or misleading; (5) Resident or Resident's guest(s) violates this Lease Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (6) Illegal drugs or paraphernalia are found in the Premises, whether or not Owner can establish possession (medical marijuana prescriptions shall constitute illegal drugs as a controlled substance pursuant to federal law); (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (8) Resident is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a misdemeanor if the crime is of a sexual or violent nature; (9) Resident displays, discharges, or possesses a gun, knife (of certain dimension), or other weapon (or uses an ordinary object as a weapon), including, but not limited to, any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, throwing stars, nun chucks, and similar objects. **WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY, INCLUDING YOUR UNIT; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT ANY LAWFUL RIGHTS TO CARRY A WEAPON(S) AS PROVIDED BY LOCAL OR STATE LAW. Owner does not guarantee a firearms-free environment.**

Notices of Convictions and Registration. Resident must notify Owner within 15 days if Resident or any of Resident's occupants are arrested for or convicted of (a) any felony, or (b) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. Resident must also notify Owner within 15 days if Resident or any of Resident's occupants register as a sex offender. Informing Owner of a criminal conviction or sex offender registration does not waive any rights Owner may have against Resident.

20. **OWNER'S DEFAULT REMEDIES:** If Resident is in default, Owner may, at its option, terminate this Lease Contract by written notice to Resident. **The total cost of repairs for any and all damages caused by Resident or Resident's guests will be the responsibility of Resident.** Resident and Resident's Guarantor(s) remain fully responsible for any deficiency in the Lease Contract obligations for the remainder of the Term. Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises and the Unit or terminating the Lease Contract, at Owner's sole discretion, upon 10 days' written notice to vacate for material noncompliance which can be cured by repair or payment of damages and Resident remedies breach within 10 days, unless the breach is of a nature that cannot be cured within 10 days, but you have begun to correct the breach and are continuing to do all that is necessary to correct the breach as quickly as possible; and upon 3 days' notice for nonpayment of Rent, and regain possession of the Premises and the Unit in the manner provided by applicable law. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Lease Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) the Reletting Fee; (ii) all monthly Rent and other charges which are payable during the remainder of the Term of this Lease Contract shall continue to be charged monthly to Resident until the Premises are relet (subject to Owner's duty to mitigate damages); and (iii) any other sums that may be due pursuant to the Lease Contract or applicable law, in addition to legal and eviction costs incurred, as Additional Rent.

21. **RELETTING FEE:** Resident acknowledges that the Reletting Fee is not a cancellation fee or a buyout fee. The Reletting Fee and late charges are liquidated amounts covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain. You will be liable for a Reletting Fee equal to the



amount noted in the Summary of Financial Charges if you (1) fail to move in or (2) move out without prior written approval, or (3) are judicially evicted. You agree that the Reletting Fee is a reasonable estimate of such damages and that the fee is due whether or not Owner's reletting attempts succeed. The Reletting Fee does not release you from continued liability for future or past-due rent, charges, fees or other sums due under this Lease Contract. The Reletting Fee is separate and distinct from the Assignment Fee. The Reletting Fee applies if and/or when Owner finds a suitable replacement resident, whereas the Assignment Fee applies when Resident finds a suitable replacement resident approved by Owner.

Notwithstanding the commencement of a judicial eviction or dispossession proceeding and the issuance and execution of a writ of possession on account of any default by Resident, Resident shall remain liable to Owner for all Rent Installment(s) and Additional Rent accrued through the date on which possession is obtained by Owner, and Resident shall continue to be liable for all Rent Installment(s) and Additional Rent accruing thereafter until the earlier of the expiration of the Term of the Lease Contract or the re-rental of the Exclusive Bed Space. It is intended that Owner's remedies for a default hereunder shall be as broad as permitted under applicable laws. The exercise of any one remedy shall not be deemed exclusive of the right to collect Rent, or of Owner's right to avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warnings and/or charges for certain actions of Resident which may constitute violations of this Lease Contract, Owner may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations. Resident shall be responsible for all reasonable legal fees and costs connected therewith to the extent allowed by applicable law. Resident must pay all collection agency fees if Resident fails to pay all Rent due within 10 days after Owner sends a letter demanding payment and stating that collection agency fees will be added if Resident does not pay all Rent by that deadline. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's and Guarantor's credit record.

22. **GUESTS:** Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitee(s), family, and licensee(s). Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Lease Contract by Resident's guest(s) shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the Lease Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner's representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that there shall never be more than ten (10) persons in the Premises and Unit at any one time. Resident further agrees that there shall be no more than five (5) persons on balconies, decks or patios at any one time. Balconies and decks were not designed to support excessive loads for prolonged periods.
23. **ANIMALS:** No animals are allowed, even temporarily, anywhere in the Premises or the Community unless Owner has previously so authorized in writing. Owner will authorize a support animal as a reasonable accommodation related to a disability, pursuant to applicable law provided such support animal complies with Owner's reasonable regulations. Owner may require a written statement from a qualified professional verifying the need for the support animal. Resident must not feed stray or wild animals.

If Resident or any guest or occupant violates animal restrictions (with or without Resident's knowledge), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the Apartment at any time during Resident's term of occupancy (with or without Owner's consent) Owner will charge Resident for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for Owner's time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Owner may remove an unauthorized animal by (1) leaving, in a conspicuous place in the Apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of the Default by Resident section of this Lease Contract. Owner may (but is not required to) keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss harm, sickness, or death of the animal unless due to Owner's sole negligence. Owner will return the animal to Resident upon request if the animal has not already been turned over to a humane society or local authority. Resident must pay for the animal's reasonable care and kenneling charges. Owner has no lien on the animal for any purpose.

24. **RENEWAL:** If, prior to the Expiration Date of the Term, Resident executes a binding lease contract with Owner for the next succeeding term (a "New Lease Contract"), the terms of this Lease Contract shall continue in full force and effect until the beginning of the term provided in the New Lease Contract (the "New Term"). Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing

hereunder prior to the commencement of the term of the New Lease Contract. If Resident does not execute a New Lease Contract as and when required by Owner, Resident may not be able to maintain Resident's current Exclusive Bed Space, Premises, and Unit in the New Lease Contract. Should Resident default on the current Lease Contract, Resident will still be responsible for the current Lease Contract and the New Lease Contract.

25. **MOVE-OUT PROCEDURES:** Upon termination of this Lease Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards, and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards, and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full application of the Deposit to cover these charges, but in no event shall such application be construed as liquidated damages. If no Deposit exists, or if the damages exceed the amount of the Deposit, Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs, which will be due within 30 days of such billing. In the event Resident moves out prior to the end of the Lease Term, Resident shall be responsible for either the Reletting Fee or the Assignment Fee, in addition to continuing liability for Rent through the end of the Lease Term until a suitable replacement resident is identified.
26. **PROPERTY LEFT IN PREMISES:** Owner, in its sole discretion, shall have the right to determine when the Premises are abandoned in accordance with applicable law. Resident agrees abandonment of the Premises shall include, but is not limited to, when seven (7) days have passed after all of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy; (ii) the failure to pay Rent or other charges; and (iii) failure to respond to an abandonment notice from Owner. All personal property in the abandoned Premises (and all personal property of Resident located elsewhere in the Unit) shall also be deemed to be abandoned. Owner shall have the right to dispose of all abandoned personal property by throwing the property out, giving the property to charity or by selling the property in accordance with applicable law. Resident may have the opportunity to redeem property in accordance with applicable law, if so permitted. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Owner to any liability.

In the event of re-entry and repossession by the Owner, Owner shall have the right to store or dispose of Resident's property remaining in the Premises, and Resident shall be liable for all costs, fees and damages incurred by Owner, and such re-entry shall not be deemed an acceptance by the Owner or a surrender of any rights of Owner, or otherwise constitute a release of Resident from the terms of this Lease Contract. Resident agrees Owner shall have no liability for any actions taken to secure the Premises, obtain possession of the Premises, or store or dispose of any personal property or possessions found in the Premises when Owner deems the Premises to have been abandoned, and such actions are a contractual matter to which Resident has given his or her consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

27. **HOLDING OVER:** In the event that a New Lease Contract is not executed and Resident has not vacated the Premises on or before the expiration of the Term of this Lease Contract, Resident shall automatically and immediately become a holdover resident pursuant to New York law and Owner shall be entitled to recover from Resident: (i) holdover rent as listed above, plus (ii) all rent for the full term of any lease contract signed by the next resident to occupy the Premises who is unable to occupy due to Resident's holding over. Owner shall have the right to proceed with a suit under applicable law against Resident to recover possession of the Premises.
28. **PHOTOGRAPHS AND VIDEOS:** Resident consents to Owner's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar communities owned or operated by Owner. Owner may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident, for itself, its heirs, executors, administrators and assigns, consents to the publication of these images and hereby irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, causes of action, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation,

invasion of rights of privacy, rights of publicity, intrusion, false light, physical or emotional injury or distress or any similar claim or cause of action in tort against Owner for use of such images.

29. **SUBORDINATION:** The lien of any lender(s) of the Community will be superior to your rights under this Lease Contract. Therefore, if a lender takes over ownership of the Community, the lender may terminate or continue this Lease Contract. If lender continues the Lease Contract, Resident will accept and recognize any such lender as the "Owner" under this Lease Contract, and in such case, every reference to "Owner" in this Lease Contract shall apply with equal force to the lender.
30. **LIABILITY/INDEMNIFICATION:** Owner will not be liable to Resident or Resident's guest(s) for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including, without limitation, theft, burglary, assault, vandalism, or other crimes, or Resident's personal conflict with Roommates. Owner has no duty to remove ice, sleet, or snow, but may do so in whole or in part, with or without notice. **EXCEPT FOR OWNER'S LIABILITY ARISING UNDER APPLICABLE LAW, RESIDENT AND RESIDENT'S REPRESENTATIVES, HEIRS, ASSIGNS, AND SUCCESSORS RELEASE OWNER AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS THEREOF (HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES AND AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ALL LOSSES INCURRED AS A RESULT OF: (A) LOSS OR THEFT OF RESIDENT OR RESIDENT'S GUESTS' PERSONAL PROPERTY; (B) RESIDENT'S FAILURE TO FULFILL ANY CONDITION OF THIS LEASE CONTRACT; (C) ANY AND ALL LIABILITY FOR INJURY OR LOSS RELATING TO RESIDENT'S USE AND OCCUPANCY OF THE PREMISES OR COMMUNITY; (D) ANY DAMAGE OR INJURY HAPPENING IN OR ABOUT THE PREMISES OR COMMUNITY TO RESIDENT'S GUEST(S), LICENSEE(S), INVITEE(S), OR SUCH PERSON'S PROPERTY; AND (E) RESIDENT'S FAILURE TO COMPLY WITH ANY APPLICABLE LAWS, RULES OR REGULATIONS.** RESIDENT AND GUESTS ASSUME ANY AND ALL RISKS IN CONNECTION WITH USE OF THE UNIT, THE COMMUNITY, AND THE RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE SUPPLIED FOR RESIDENT'S USE, AND AT THE USER'S SOLE RISK.
31. **MILITARY PERSONNEL CLAUSE:** Resident may terminate the Lease Contract if Resident demonstrates that Resident meets the requirements under the Servicemembers Civil Relief Act and any applicable state law. Generally, Resident may terminate the Lease Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident also may terminate the Lease Contract if:
- (1) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
  - (2) Resident receives orders for permanent change-of-station, or receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After your move out, we will return your Deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Term of the Lease Contract and such Resident's spouse or legal dependents living in the Resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause.

32. **STATE LAW:** The law governing this Lease Contract is the law of the state in which the Community is located. The Lease Contract is performable and venue for any action shall be proper in the county in which the Community is located. Notwithstanding the foregoing or anything else to the contrary contained herein, Owner and Resident expressly acknowledge and agree that federal law and the Federal Arbitration Act shall apply as it relates to the arbitration, class-action and other associated provisions contained in the Arbitration sections of this Lease Contract.
33. **MISCELLANEOUS:** Failure of Owner to insist upon strict compliance with the terms of this Lease Contract shall not constitute a waiver of Owner's rights to act on any violation. In all references herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Lease Contract may require. This Lease Contract represents the final and entire agreement between Owner and Resident and supersedes all other communications, negotiations, representations and agreements by Owner and Resident.

34. **ASSIGNMENT OF OWNER'S INTEREST:** In the event of a transfer of Owner's interest in the Community, provided that Owner either returns any security deposit to Resident or notifies Resident in writing that it has transferred any security deposit to the transferee, Owner shall have no further liability under this Lease Contract for events occurring after such transfer. Resident shall recognize the transferee as "Owner" under this Lease Contract for the remainder of the Term, and thereafter, this Lease Contract shall continue as a direct contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; be bound by any previous prepayment of more than one month's Rent Installment; or be required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee. In the event the Community is sold to another owner, the new owner has the right to terminate all Lease Contracts within 30 days' notice at any time after the sale.
35. **ADDENDA:** Resident acknowledges that all addenda are considered to be a part of this Lease Contract. Any addendum referenced in this Lease Contract including, but not limited to, the Rules and Regulations, Guaranty of Resident Obligations ("Guaranty"), and all other addenda are hereby incorporated by reference as a part of this Lease Contract.
36. **GUARANTY:** Owner, at its sole discretion, may require Resident to submit an executed Guaranty. If Owner requires a Guaranty, Owner has the right, but not the obligation, to cancel the Lease Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Lease Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Lease Contract and not substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Lease Contract but does not submit an executed Guaranty as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Lease Contract. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE LEASE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE LEASE CONTRACT.**
37. **RULES AND REGULATIONS:** Resident acknowledges that Resident has read and agrees to abide by the Rules and Regulations furnished to Resident, and acknowledges that the Rules and Regulations are part of the Lease Contract and are incorporated herein by reference. Resident further agrees to abide by all rules that are posted in the Community Amenities with respect to Resident's conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.
38. **SPECIAL PROVISIONS:** If the Resident fails in any respect to fulfill the full obligations of this Lease Contract, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals.
39. **ARBITRATION:** **THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, TITLE 9 OF THE UNITED STATES CODE. THE PARTIES AGREE AND UNDERSTAND THAT THEY CHOOSE ARBITRATION INSTEAD OF LITIGATION TO RESOLVE DISPUTES TO THE GREATEST EXTENT AUTHORIZED PURSUANT TO APPLICABLE LAW. THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT BUT THAT THEY PREFER TO RESOLVE THEIR DISPUTES THROUGH ARBITRATION, EXCEPT AS PROVIDED HEREIN. EXCEPT FOR ANY EXCLUDED CLAIM (AS DEFINED BELOW), ANY DISPUTE, CLAIM, DEMAND, ACTION, PROCEEDING OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER RELATING TO THIS LEASE CONTRACT, THE EXCLUSIVE BED SPACE, UNIT, PREMISES, OR THE COMMUNITY, WHETHER FOR DAMAGES OR FOR INJUNCTIVE OR OTHER LEGAL, EQUITABLE OR OTHER RELIEF, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, REGULATORY, CONSTITUTIONAL OR OTHER LAW, BETWEEN RESIDENT AND OWNER SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. IF OWNER AND RESIDENT CANNOT AGREE**

ON THE SELECTION OF AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE REQUEST FOR ARBITRATION, THE AAA SHALL SELECT AN ARBITRATOR. THE PARTIES AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL HAVE ALL POWERS PROVIDED BY THE LAW AND THIS LEASE CONTRACT. THESE POWERS SHALL INCLUDE ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, MONEY DAMAGES, DECLARATORY RELIEF, AND INJUNCTIVE RELIEF. THE DETERMINATION OF THE ARBITRATOR IN SUCH ARBITRATION SHALL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATOR SHALL ASSESS THE COST OF ARBITRATION AGAINST THE PARTY WHICH IS NOT THE SUBSTANTIALLY-PREVAILING PARTY IN SUCH ARBITRATION.

**EXCLUDED CLAIMS:** AN EXCLUDED CLAIM IS ANY ACTION, PROCEEDING OR CAUSE OF ACTION BY OWNER OR ITS AGENT FOR THE EVICTION OF RESIDENT FROM THE PREMISES, TO RECOVER POSSESSION OF THE PREMISES, OR TO COLLECT PAST-DUE RENTS OR OTHER SUMS DUE UNDER THIS LEASE CONTRACT. AN EXCLUDED CLAIM ALSO INCLUDES ANY ACTION, PROCEEDING OR CAUSE OF ACTION BROUGHT BY RESIDENT PURSUANT TO ARTICLE 7, SECTIONS 220 THROUGH 238 OF THE NEW YORK REAL PROPERTY LAW (LANDLORD AND TENANT); AND CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE. AN ACTION ON AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.

**WAIVER OF JURY TRIAL AND COUNTERCLAIM:** TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, RESIDENT AND OWNER AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT. **THIS JURY WAIVER AGREEMENT DOES NOT INCLUDE CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE.** RESIDENT SPECIFICALLY WAIVES RESIDENT'S RIGHT TO BRING A COUNTERCLAIM IN ANY SUMMARY PROCEEDING FOR NON-PAYMENT OF RENT OR A SUMMARY HOLDOVER PROCEEDING. ALL DISCRETIONARY RIGHTS RESERVED FOR OWNER WITHIN THIS LEASE CONTRACT OR ANY ACCOMPANYING ADDENDA ARE AT OWNER'S SOLE AND ABSOLUTE DISCRETION.

**CLASS ACTION WAIVER:** RESIDENT AGREES THAT HE/SHE SHALL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING FROM OR RELATING TO THIS LEASE CONTRACT.

40. **SMOKE-FREE COMMUNITY:** In order to promote the health of our residents and their guests, this Community has been designated a Smoke-Free Environment. Smoking (including medical marijuana, electronic cigarettes or e-cigarettes) is not allowed within any part of the Community, whether interior or exterior, including all buildings, Units, Exclusive Bed Space, atriiums, balconies, stairwells, and other similar building features. Smoking is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, tobacco product, weed, plant, or other combustible substance whose smoke or vapor is intended to be inhaled, in any type of smoking equipment, including, but not restricted to, cigarettes, cigars, hookahs, pipes, electronic cigarettes or e-cigarettes. Smoking is allowed only in officially posted designated smoking areas away from any buildings. Violation of this paragraph constitutes a material default under this Lease Contract, and entitles Owner to exercise all default remedies. In addition, Owner shall have the right to impose reasonable charges for the violation of this provision. Owner does not guarantee a Smoke-Free Environment.
41. **CONSENT TO SOLICITATION:** Resident hereby expressly authorizes Owner, and its successors, assigns, agents, attorneys, insurers, representatives, employees, officers, shareholders, partners, parents, subsidiaries, affiliated entities, and all agents and representatives of the previously listed persons/entities, including any collection agency or debt collector hired by any of the preceding persons or entities, and all corporations, persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident for any reason related to the services provided by any Authorized Entities or services to be provided in the future by any Authorized Entities, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident provides. In addition, Resident further expressly consents and authorizes any Authorized Entities to communicate with Resident at any phone number or email address or other unique electronic identifier or mode that Resident provides to any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by Resident. Any Authorized Entity may communicate with Resident using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic

messages, electronic mail directed to Resident's internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages or mail otherwise directed to Resident through any medium. Resident authorizes any and all of the communication methods described in this paragraph even if Resident will incur a fee or a cost to receive such communications. Resident further promises to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that Resident provided to any Authorized Entity changes or is no longer used by Resident.

\* If you wish to opt-out of the Consent to Solicitation provided in this Lease Contract, please see the Leasing Office to complete an Opt-Out Form. Your failure to complete an Opt-Out Form means you consent to being contacted by your initialing and signing this Lease Contract. An Opt-Out Form must be completed by you, as no other form of request (phone, email, or otherwise) will be valid.

42. **SEVERABILITY:** In the event any provision of this Lease Contract is determined to be invalid or unenforceable, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all other provisions of this Lease Contract and all other applications by any such provision(s) shall not be affected.

Resident acknowledges that Resident has read this Lease Contract, the Rules and Regulations, and all addenda. **RESIDENT ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE ARBITRATION, CLASS ACTION AND JURY WAIVER PROVISIONS IN THIS LEASE CONTRACT.** Resident affirms that Resident will, in all respects, comply with the terms and provisions of this Lease Contract. **RESIDENT ACKNOWLEDGES THAT THIS LEASE CONTRACT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting this Lease Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

**RESIDENT:**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Type of Identification (*if signed in your presence*): \_\_\_\_\_  
Identification Number (*if signed in your presence*): \_\_\_\_\_

**OWNER:**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## UTILITY ADDENDUM

**UTILITIES AND SERVICES:** Owner agrees to furnish services listed in the Summary of Financial Charges for the Unit but Resident and Roommates must separately pay for all charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of this Lease Contract. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet.

Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the Community incurs. In order to help control the cost of rent, Owner will pass those fees and costs through to Resident on an allocated basis by Unit. Resident agrees that if a city, utility or other local government agency implements such a fee or service charge during the term of this Lease Contract, Owner may begin to bill Resident for such fee or service charge upon thirty (30) days' written notice.

**Payments:** Resident agrees to pay a one-time account set-up fee (Telecom Fee) in the amount noted in the Summary of Financial Charges at the time of move-in. If it is necessary for Owner to pay any fees or costs for repairs due to Resident's failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of this Lease Contract, **then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as Additional Rent.** Resident is responsible for paying for all utilities that are in Resident's name during the Term even if Resident moves out prior to the Expiration Date (subject to Owner's obligation to mitigate damages). Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with the other residents of the Unit to Owner for such charges which shall be considered Additional Rent. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services as set forth in the Summary of Financial Charges, if any, and such amount will be payable by Resident as Additional Rent. You must pay your monthly bill by the due date contained in your monthly utility statement.

## LEAD HAZARD INFORMATION & DISCLOSURE ADDENDUM

**IMPORTANT NOTICE TO RESIDENTS:** This addendum includes a copy of the brochure entitled "Protect Your Family from lead In Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission, and the U.S. Department of Housing and Urban Development. **While this information must be distributed to residents of most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint.** This addendum is considered to be a part of the Housing Contract. If you have any questions about lead-based paint, please contact the Property Manager.

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

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

#### Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

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- (ii)  Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner (check (i) or (ii) below):

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

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- (ii)  Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Resident's Acknowledgement (initial)

(c) \_\_\_\_\_ Resident has received copies of all information listed above.

(d)  Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

#### Agent's Acknowledgement (initial)

(e)  Agent has informed the Owner of the Owner's obligations under 42 U.S.C. § 4852d and is aware of his/her responsibility to ensure compliance.






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# Protect Your Family From Lead in Your Home

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 United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

September 2013

SAMPLE

FILE

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

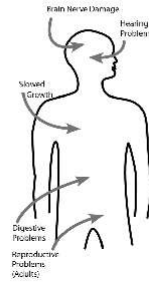
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

### Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.**

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

### **Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint**

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.



## Other Sources of Lead

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While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**  
4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**  
451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
September 2013

### **IMPORTANT!**

#### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

**SPRINKLER DISCLOSURE**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014, all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Lease Premises. A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-1(5)).

CHECK ONE:

- 1. [ ] There is NO Maintained Operative Sprinkler System in the Leased Premises.
  - 2. [ X ] There is a Maintained Operative Sprinkler System in the Leased Premises.
- A. The last date on which the Sprinkler System was maintained and inspected was on August 7<sup>th</sup>, 2018.

Resident acknowledges that it has read the above statements as to the Sprinkler System and that the information as to the existence or non-existence of a Sprinkler System is being provided to Resident in accordance with New York State Real Property Law Article 7, Section 231-a.

Resident Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

