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September 26, 2016

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
3 Empire State Plaza
Albany, New York 12223-1350
secretary@dps.ny.gov

Filed Electronically

Re: Petition to Submeter Electricity at Park Point Syracuse, a property of ACC OP (PARK POINT SU), LLC

Dear Secretary Burgess,

ACC OP (PARK POINT SU) LLC (the "Owner") as owner, of Park Point Syracuse ("Property"), hereby submits this petition for approval pursuant to 16 NYCRR 96.2(a) of the Public Service Commission's ("PSC") Rules and Regulations, to submeter electricity an existing residential apartment complex. The building and all units are located within the service territory of National Grid Gas and Electricity ("National Grid") and Constellation.

The existing Property is a five-story student housing apartment complex, containing sixty-six (66) units. The Property is located at 417 Comstock Ave, Syracuse, NY 13210, near Syracuse University. The building spans the block of Comstock and is located at the corners of Marshall and East Adams. The building is a wood frame building which was built in 2009. The facility has a total of 226 bedrooms. The facility includes common areas such as a resident lounge on the 2nd floor, management office on the 1st floor, a maintenance office, a fitness center, coffee bar, and gated courtyard with a grill. Utilities such as electricity, gas, water, trash, internet and cable are included in the rental rate. All apartment units are fully furnished with energy efficient modern appliances. Each residential unit is fully furnished with both common area and bedroom furniture. Owner's Corporate and Property information are listed on **Exhibit A**.

The Owner's submetering plan is listed below in accordance with the requirements of 16 NYCRR 92.6(a). Accordingly, the Owner respectfully requests the Commission to approve this petition.

1. Economic Advantages of Submetering Over Direct Utility Metering:

The economic advantage of submetering will allow the residents the ability to control their usage of electricity and conserve energy thereby reducing the overall building consumption of electricity. Additionally, the cost of submetering is substantially less than a direct metering conversion while still allowing the Property to maintain its utility average rate and eligibility to collect an incentive from New York State Energy Research and Development Authority ("NYSERDA") from its Advanced Submetering Program ("ASP"). As a master-metered building, the Property will also be eligible to implement energy conservation measures, which are not cost effective if the building were to be directly metered. Furthermore, there are many advantages related to the use of the Leviton 8000 submetering system as described below, such as the Leviton 8000 submetering system installed includes remote reading capabilities utilizing a central meter server which collects the data of the individual unit meters. Each meter is installed in the electric distribution closet and the current meter reading and usage will be visible for each unit, so residents may monitor their usage of electricity in between receiving the monthly bills.

Meters communicate together wirelessly to form a wireless network, communicating to the central meter server through receivers. This communication will allow a more cost effective submetering system due to the elimination of control wiring. Each of the meters will remain in constant communication to the meter server through the wireless receiver, where all of the meter data will be stored. The data that is sent to the meter server will include the hourly usage of electricity for each apartment at the Property.

The advantages to the Leviton 8000 submetering system are many, and include fair energy cost allocation based on actual resident consumption, which can be used to help modulate the boiler, instead of using the outdoor temperature reset, which can cause over/under heating of certain units. The Leviton 8000 system also has the advantages of daily data availability for usage analysis and the convenience of a remotely read system, whereby entry to the premises is not required for meter reading. Additionally, the building will have web-based access to the metering system and can be alerted to any abnormalities, including meter failure.

2. Description and Specifications of the Submetering System to be Installed:

The submetering system installed is Leviton Manufacturing Company's Series 8000 electric submeters to measure electricity consumption at the residential apartments. These submeters have met the PSC and NYSERDA accuracy and meter testing requirements for residential submetering and are also eligible for use in NYSERDA's ASP

program. Owner will have the capability to terminate electric service to individual units, at each individual unit 125 AMP breaker, located in electrical distribution closet on each floor.

Remote reading capability is possible through the use of wireless communication and meter server system.

Exhibit B includes meter description and specifications for this Property.

3. Methods Used to Calculate Individual Resident Bills:

The average rate calculation is derived by taking the total dollar cost charged to the building by National Grid and Constellation and dividing it by the total electric usage (kWh) of the building for a specific period. The cost per kWh is then multiplied by the residential unit's actual consumption, divided by the number of residents in the unit. The resident's bill will show an adjustment in consideration of Owner's utility contribution. Owner agrees to furnish electricity up to a cap of \$40.00 per person per month and the resident is responsible for electricity charges that exceed the \$40.00 cap.

The average rate includes components, such as:

Basic Service Charge: A charge to cover costs for meter reading, billing, equipment and maintenance. This charge is the same regardless of how much energy is used during a billing period.

Tariff Surcharge: New York State and many local municipalities impose taxes on National Grid's revenue. These operating costs are recovered through a tariff surcharge applied to all rates and charges and may vary among taxing municipalities within the National Grid system area.

kWh Cost: The unit of electricity usage measured by your meter. One kilowatt-hour (kWh) is 1000 watts-hours, and will light a 100-watt bulb for 10 hours. The number of kWhs is used to determine the electricity charges on your bill

System Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Sales Tax: In some areas National Grid is required to collect state and local sales taxes. Some school districts also impose taxes.



Incremental State Assessment Surcharge: a Surcharge collected on behalf of New York State in accordance with Public Service Law, Section 18-a

Revenue Decoupling Mechanism (RDM): Purpose is to eliminate the link between electricity sales and profits.

Transmission Service Charge: The charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO with utility's service territory. Generally, these costs are associated with building and maintaining the electric transmission fees.

Energy Charge – Non-Time of Use (TOU): Charge per kWh for electricity supplied for all hours of each day.

The following is an example of the formula that will be used to derive a resident's electricity charges based on average rate and monthly usage of 250 kWh:

<u>Description</u>	<u>Sample Calculation</u>	<u>Total</u>
Total Building's Cost:	\$AAA.AA	
Provided by National Grid and Constellation		
Total Building Consumption (kWh)	BBBB	
Rate:	\$AAA.AA/BBBB	\$CC.CC/kWh
250 kWh usage for Unit:	250 times \$CC.CC	\$XX.XX
Divided by # Residents (D)		\$XX.XX/D
Owner Contribution:		(\$40.00)
Resident Cost:		\$ZZ.ZZ

In no event will the total billed to resident for a billing period exceed National Grid's and Constellations total charges for delivery and commodity in that billing period. Owner will administer the monthly electric submetering bills.

Each billing period, Owner, will receive meter reads and process a bill based on the resident's actual consumption. A sample of Owner's electric bill is attached as **Exhibit C**. Consistent with the Commission's rules and regulations, the meter reading data and billing calculations will be documented and retained for a six (6) year period for each unit.

All National Grid rate information is available on its website

(<https://www9.nationalgridus.com/masselectric/business/rates/rates.asp>)

All Constellation rate information is on its website

(<http://www.constellation.com/solutions/for-your-commercial-business/commercial-business-energy-options/electricity.html>)

4. Plan for Complying with the Provisions of HEFPA:

When a resident has a question about their electric bill or believes the electric bill is inaccurate the following protocol will be followed: Resident should submit the complaint to the Property Manager, including the action or relief requested and/or the reason for a complaint about a submetering charge. The Property Manager shall investigate and respond to the complaint in writing within fifteen (15) days of the receipt of the complaint. If the resident and the Property Manager cannot reach an equitable agreement and resident continues to believe the complaint has not been adequately addressed, then the resident may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, residents may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, NY 10007, or via the internet at www.dps.ny.gov.

In the event of non-payment of electric charges, the Owner shall afford the resident all notices and protections available to such resident pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced.

Attached hereto as **Exhibit D** is a HEFPA Implementation Plan and supporting documents.

5. Submeterer Identification Form:

The Submeterer Identification Form is attached as **Exhibit E** hereto.

6. Method Used to Back Out Electric Charges from Rent:

For purposes of backing out electric charges from rent to ensure applicable rent reduction, if any, Owner furnishes electricity up to a cap of \$40.00 per person per month and this amount is discounted from resident's electric bill. Residents will be charged for any excess amount above the monthly allowance.

7. Sample Lease Document:

Owner, by the undersigned, hereby confirms that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered resident affected by the submeterer actions that led to such refund, provided that the submeterer has resident contact information, shall be included in plain language in all leases or agreements governing the submetered Property.

A section in the lease will notify each resident that their apartment unit is submetered for electricity, addendums will be issued for current residents. The lease provision will clearly outline the complaint process for the residents and will specify the rate calculation, rate caps, and resident's protection and enforcements mechanisms.

Lease documents are attached as **Exhibit F**.

8. Letter to Provider of Petition to Submeter:

Notice of Intent was submitted to National Grid and Constellation, the utility companies providing services to the Property to be submetered, on September 26, 2016, via overnight mail. Copies of the Notice of Intent are attached as **Exhibit G**.

9. Refrigerator Efficiency Information:

The Property was built in 2009 and opened in 2010, each residential unit was equipped with new appliances, including refrigerators. In June 2016, the Property installed new refrigerators in all residential units to ensure all refrigerators are less than ten (10) years old.

10. Description of Electrical Energy Efficiency Measures Installed and/or Planned:

In order to promote electrical energy efficiency, the Property has installed, in each residential unit, GE Energy Saver appliances and LED Bulbs.

11. Resident Electric Conservation Information:

During the leasing process, residents will be provided with energy saving tips as recommended by National Grid. These items are attached as **Exhibit H** and can be found on National Grid's website (www.nationalgridus.com/upstate-NY) under the heading Your Home/Ways to Save.

12. Income-Based Housing Assistance:

Not applicable due to there are no low-income based residents at the Property.



13. Description of Heat and How Provided to Residents:

This is an electric heat property that supplies electricity to the boiler for hot water and HVAC unit.

Thank you in advance for your attention to this matter. Please do not hesitate to contact me directly with any comments or questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "James C. Hopke".

James C. Hopke

Vice President

AAA OP (PARK POINT SU) LLC

12700 Hill Country Blvd., Suite T-200

Austin, TX 78738

Phone: 512-732-1000

E-mail: jhopke@americancampus.com

Exhibits:

Exhibit A	Corporate and Property Information
Exhibit B	Meter Description & Specifications
Exhibit C	Sample Electric Bill
Exhibit D	HEFPA Provisions
Exhibit E	Submeter Identification Form
Exhibit F	Lease Documents
Exhibit G	Notice of Intent
Exhibit H	Conservation Information

EXHIBIT A
CORPORATE AND PROPERTY INFORMATION

Exhibit A – Corporate and Property Information

Corporate Details

ACC OP (PARK POINT SU) LLC
Bill Bayless, CEO
12700 Hill Country Blvd., Suite T-200
Austin, TX 78738
www.americancampus.com

Property Details

Park Point Syracuse
417 Comstock Ave.
Syracuse, NY 13210
Phone: 315-414-2400

Billing and termination notices should be sent to the above address

Electricity Provider: National Grid Gas and Electricity
300 Erie Blvd., West
Syracuse, NY 13202-4250
800-642-4272
Account Number: 39830-31011
Account Name: AMERICAN CAMP OP PART, LP
Account E-mail: MRiscica@americancampus.com

Electricity Provider: Constellation
14217 Collections Center Dr.
Chicago, IL 60693-0142
Account Number: 2782345305
Account Name: ACC OP Park Point SU LLC

Unit Information – 66 units

Regulatory Complaint Contacts

Primary: Jack Forrest

12700 Hill Country Blvd.,

Ste. T-200

Austin, TX 78738

Phone: 704-246-7871

Fax: 512-494-0603

JForrest@americancampus.com

Secondary: Jim Hopke

12700 Hill Country Blvd.,

Ste. T-200

Austin, TX 78738

Phone: 512-732-1000

Fax: 512-494-0603

JHopke@americancampus.com

LLC Agreement (on pages to follow)

Certificate of Formation (on pages to follow)

ACC OP (PARK POINT SU) LLC

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (this "**Agreement**") is enacted as of August 12, 2014 by AMERICAN CAMPUS COMMUNITIES OPERATING PARTNERSHIP LP, a Maryland limited partnership (the "**Managing Member**"). The Managing Member and any other Members admitted from time to time in accordance with the terms hereof are individually referred to herein as a "**Member**" and collectively referred to herein as the "**Members**". Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

WITNESSETH:

WHEREAS, the Managing Member has decided to form a limited liability company under the Limited Liability Company Act of the State of Delaware (the "**Act**");

WHEREAS, the Managing Member wishes to set forth, among other things, how the business and affairs of the Company shall be managed.

NOW, THEREFORE, the undersigned hereby agree as follows:

1. Formation and Name.

The undersigned do hereby form a limited liability company under the Act. The name of the limited liability company is "ACC OP (Park Point SU) LLC" (the "**Company**"). The business of the Company may be conducted under any other name deemed necessary or desirable by the Members in order to comply with local law.

The undersigned resolve to form and continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolve that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. Business.

The sole purpose to be conducted or promoted by the Company since its organization is to engage in the following activities: (i) to acquire, own, hold, lease, operate, manage and maintain the Property; (ii) assume and perform its obligations under the Loan Documents; (iii) to sell, transfer, service, convey, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Property to the extent permitted under the Loan Documents; and (iv) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes, but in all events consistent with the terms, conditions and restrictions set forth in this Agreement.

3. Principal Place of Business.

The principal office of the Company shall be located at 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78746, or such other place as the Managing Member may designate from time to time.

4. Duration.

The Company shall continue in existence perpetually unless the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement. The Members may terminate this Agreement and dissolve the Company at any time.

5. Fiscal Year.

The fiscal year of the Company shall begin on January 1 of each year and end on December 31 of that year.

6. Members.

Unless other Members are admitted pursuant to the terms hereof, the Managing Member shall be the sole member of the Company. The Members hereby resolve to operate the Company in accordance with the terms of this Agreement.

The Managing Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including, without limitation, all powers, statutory or otherwise, possessed by members of limited liability companies under the laws of the State of Delaware.

7. Management.

(a) Managing Member.

(i) Except for decisions or actions requiring the unanimous approval of the Members as provided by non-waivable provisions of the Act or applicable law, (A) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Managing Member and (B) the Managing Member may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is being formed under this Agreement and to further the interests of the Members.

(b) Delegation of Authority and Duties.

(i) The Managing Member shall have the authority and duties in the management of the Company as are normally associated with the chief executive officer of an entity. The Managing Member shall have the power to act, in the name and on behalf of the Company, to do all things reasonably necessary for the performance of the Company's day-to-day operations. The Managing Member confirms that Diane Elpers is an "authorized person" within the meaning of Section 18-201 of the Act.

(ii) The Managing Member may appoint and elect (as well as remove or replace with or without cause), as it deems necessary, a Chief Executive Officer, President, Vice Presidents, a Treasurer or Chief Financial Officer and a Secretary or other officers of the Company (collectively, the “Officers”). The compensation, if any, of the Officers shall be determined by the Managing Member.

(iii) The Officers shall perform such duties and may exercise such powers as may be assigned to them by the Managing Member.

(iv) Unless the Managing Member decides otherwise, if the title of any person authorized to act on behalf of the Company under this Section 7(b) is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office, subject to any specific delegation of, or restriction on, authority and duties made pursuant to this Section 7(b). Any number of titles may be held by the same person. Any delegation pursuant to this Section 7(b) may be revoked at any time by the Managing Member.

(v) Unless authorized to do so by the Managing Member, no Officer shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniarily for any purpose.

(vi) The following individuals be, and they hereby are, elected to serve as Officers in the capacity set forth opposite their names below until their successors are chosen and qualified or until their termination by reason of retirement, resignation or other separation whereupon the authority granted to each such individual shall immediately cease:

William C. Bayless, Jr.	-	President
Brian Winger	-	Vice President
Jonathan A. Graf	-	Vice President, Secretary and Treasurer
James C. Hopke, Jr.	-	Vice President
William W. Talbot	-	Vice President

(c) Liability of the Managing Member and Officers/Indemnification.

(i) The Managing Member and the officers of the Company shall not be liable to the Company for any loss or damages resulting from errors in judgment or for any acts or omissions that do not constitute willful misconduct or gross negligence on the part of the Managing Member or such officers. In all transactions for or with the Company, the Managing Member and such officers shall act in good faith and in a manner believed to be in the best interests of the Company.

(ii) The Company, its receiver or its trustee shall indemnify and defend the Managing Member and each officer against and hold each of them harmless from any and all

losses, judgments, costs, damages, liabilities, fines, claims and expenses (including, without limitation, reasonable attorneys' fees and court costs, which shall be paid by the Company as incurred) that may be made or imposed upon such persons and any amounts paid in settlement of any claims sustained by the Company by reason of any act or inaction which is determined by the Managing Member or such officer in good faith to have been in the best interests of the Company so long as such conduct shall not constitute willful misconduct or gross negligence.

(iii) In the event of settlement of any action, suit or proceeding brought or threatened, such indemnification shall apply to all matters covered by the settlement except for matters as to which the Company as advised by counsel regularly retained by the Company that the person seeking indemnification, in the opinion of counsel, did not act in good faith. The foregoing right of indemnification shall be in addition to any rights to which the Managing Member or officer may otherwise be entitled and shall inure to the benefit of the successors or assigns of the Managing Member or officer.

(iv) The Company shall pay the expenses incurred by the Managing Member or any officer in defending a civil or criminal action, suit or proceeding, upon receipt of an undertaking by such person to repay such payment if such person shall be determined not to be entitled to indemnification therefor as provided herein. Any right of indemnity granted under this Section 7(c) may be satisfied only out of the assets of the Company and no Member of the Company shall be personally liable with respect to any such claim for indemnification.

(v) The Managing Member shall have the power to purchase and maintain insurance in reasonable amounts on behalf of itself and each of the officers, employees and agents of the Company against any liability incurred by them in their capacities as such, whether or not the Company has the power to indemnify them against such liability.

8. Capital Contributions.

Capital contributions shall be made in cash or in other assets as may be agreed by the Managing Member.

9. Allocations of Profits and Losses/Distributions.

All profits and losses of the Company shall be allocated to the Managing Member. All distributions by the Company shall be allocated in the same proportion as profits and losses.

10. Tax Status.

It is intended that the Company shall be treated as a disregarded entity for federal, income tax purposes, and the Managing Member shall take all action necessary to qualify for and receive such tax treatment. The Managing Member shall, to the extent possible, make comparable elections under state and local laws. The Managing Member may change such tax status at its discretion.

11. New Members/Transfers.

Except as provided in Section 14 hereof, new members of the Company may be admitted only with the consent of the Managing Member. In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Managing Member. No Member may sell, assign, pledge, hypothecate or otherwise transfer his or her interest in the Company without the consent of the Managing Member.

12. Withdrawals.

Subject to the requirements of applicable law, the Members may withdraw all or a portion of their capital from the Company at any time. Withdrawals may be in cash or in securities or other instruments held by the Company.

13. Limited Liability of Members.

The Members in their capacity as a Member shall not be liable for any debts, obligations or liabilities of the Company.

14. Liquidation and Dissolution.

(a) Except as otherwise provided in this Section 14, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of the following:

- (i) The written consent of the Managing Member to dissolve the Company; or
- (ii) The entry of a decree of judicial dissolution under § 18-802 of the Act.

(b) The Company shall not be dissolved notwithstanding the occurrence of an event that terminates the continued membership of the last remaining member of the Company if, within 90 days thereafter, another person that was or is controlled by or was or is under common control with the Managing Member agrees to become a member and adopts the terms of this Agreement.

15. Winding up Affairs and Distribution of Assets.

(a) Upon a winding up of the Company, the Managing Member shall be the liquidating Member (the "**Liquidating Member**") and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidating Member shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company's assets and distributing the net proceeds therefrom (after the payment of the Company's liabilities) to each Member in accordance with Section 9 hereof; or (2) distributing the Company's assets to the Members in kind in accordance with Section 9 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in Section 15(a) in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, a reasonable reserve shall be set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidating Member, by an escrow agent selected by the Liquidating Member) and at the expiration of such period as the Liquidating Member may deem advisable, the balance remaining in such reserve shall be distributed as provided herein; (iv) fourth, to debts of the Company to the Members; and (v) fifth, to the Members in accordance with Section 9.

(c) In connection with the liquidation of the Company, the Members severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within thirty (30) days after the Liquidating Member or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidating Member to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

16. Amendments.

The Members may amend this Agreement at any time by written instrument signed by the Members and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

17. Limitations on the Company's Activities.

This Section 17 is being adopted in order to comply with certain provisions of the Loan Documents which require the Company to be a "Single Purpose Entity." Capitalized terms used in this Section 17 but not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement between the Company and Lender.

(a) Notwithstanding anything to the contrary in the Loan Documents or this Agreement, so long as any Obligations are outstanding, the Company shall not:

(i) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(ii) acquire or own any assets other than (A) the Property, and (B) such incidental Personal Property as may be necessary for the ownership, leasing, maintenance and operation of the Property;

(iii) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Legal Requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(v) own any subsidiary, or make any investment in, any Person;

(vi) commingle its funds or assets with the funds or assets of any other Person;

(vii) incur any Indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Debt, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred and paid on or prior to such date, and/or (C) Permitted Equipment Leases; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time two percent (2%) of the outstanding principal amount of the Debt. No Indebtedness other than the Debt may be secured (subordinate or pari passu) by the Property;

(viii) fail to maintain all of its books, records, financial statements and bank accounts separate from those of any other Person (including, without limitation, any Affiliates). The Company's assets have not and will not be listed as assets on the financial statement of any other Person; provided, however, that the Company's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Company and such Affiliates and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (ii) such assets shall be listed on the Company's own separate balance sheet. the Company has maintained and will maintain its books, records, resolutions and agreements as official records;

(ix) enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(x) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xi) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(xii) make any loans or advances to any Person;

(xiii) fail to file its own tax returns (unless prohibited by applicable Legal Requirements from doing so);

(xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xv) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations (to the extent there exists sufficient cash flow from the Property to do so);

(xvi) without the unanimous written consent of all of its members (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause such entity to become insolvent, or (d) make an assignment for the benefit of creditors;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

(xviii) fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds or fail to maintain a sufficient number of employees in light of its contemplated business operations (in each case to the extent there exists sufficient cash flow from the Property to do so); or

(xix) acquire obligations or securities of its partners, members, shareholders or other Affiliates, as applicable.

(b) Upon the occurrence of any event that causes the last remaining member of the Company to cease to be the member of the Company (other than (A) upon an assignment by Member of all of its limited liability company interest in the Company and the admission of the transferee in accordance with the Loan Documents and this Agreement, or (B) the resignation of Member and the admission of an additional member of the Company in accordance with the terms of the Loan Documents and this Agreement), William W. Talbot shall, without any action of any other Person and simultaneously with the Member ceasing to be the member of the Company automatically be admitted to the Company as a member with a 0% economic interest ("**Special Member**") and shall continue the Company without dissolution. Special Member may not resign from the Company or transfer its rights as Special Member unless a successor Special Member has been admitted to the Company in accordance with requirements of Delaware law. Special Member shall automatically cease to be a member of the Company upon the admission to the Company of the first substitute member. Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of the assets of the Company. Pursuant to the applicable provisions of the Act, Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. Special Member, in its capacity as Special Member, may not bind the Company. Except as required by any mandatory provision of the Act, Special Member, in its capacity as Special Member, shall have no right to

vote on, approve or otherwise consent to any action by, or matter relating to, the Company including, without limitation, the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of Special Member, Special Member shall execute a counterpart to this Agreement. Prior to its admission to the Company as Special Member, Special Member shall not be a member of the Company.

(c) Upon the occurrence of any event that causes the Member to cease to be a member of Borrower to the fullest extent permitted by law, the personal representative of Member shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of Member in Borrower agree in writing (A) to continue Borrower and (B) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of Borrower effective as of the occurrence of the event that terminated the continued membership of Member in Borrower. Any action initiated by or brought against Member or Special Member under any Creditors Rights Laws shall not cause Member or Special Member to cease to be a member of Borrower and upon the occurrence of such an event, the business of Borrower shall continue without dissolution. Each of Member and Special Member waives any right it might have to agree in writing to dissolve Borrower upon the occurrence of any action initiated by or brought against Member or Special Member under any Creditors Rights Laws, or the occurrence of an event that causes Member or Special Member to cease to be a member of Borrower.

18. Miscellaneous.

(a) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Captions. All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.


(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**AMERICAN CAMPUS COMMUNITIES
OPERATING PARTNERSHIP LP**

By: American Campus Communities
Holdings LLC, its general partner

By: 
William W. Talbot
Vice President

SPECIAL MEMBER:


William W. Talbot

SCHEDULE A

CERTAIN DEFINITIONS

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

“Lender” means Deutsche Bank National Trust Company, as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2011-GC5.

“Loan” means that certain loan in the original principal sum of \$12,250,000.00 evidenced and secured by the Loan Documents.

“Loan Documents” means the Loan Agreement between the Company and Lender and all other agreements, documents, instruments and certificates contemplated by the Loan or delivered in connection therewith.

“Obligation” shall mean the indebtedness, liabilities and obligations of the Company under or in connection with the Loan Documents or any related document in effect as of any date of determination.

“Property” means the student housing property commonly known as “Park Point SU” located in Syracuse, New York, together with the improvements located thereon.

Exhibit C
Good Standing of Borrower

Delaware

PAGE 1

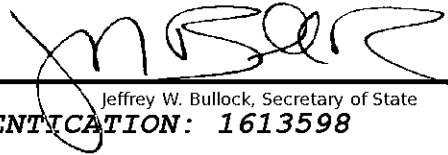
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ACC OP (PARK POINT SU) LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF AUGUST, A.D. 2014, AT 1:13 O'CLOCK P.M.

5584999 8100

141061538




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1613598

DATE: 08-12-14

CERTIFICATE OF FORMATION

OF

ACC OP (PARK POINT SU) LLC

This Certificate of Formation of ACC OP (Park Point SU) LLC (the "LLC"), dated as of August 12, 2014, is being duly executed and filed by Mark V. Murray, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is ACC OP (Park Point SU) LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

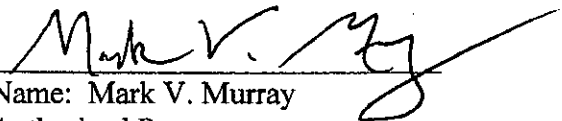
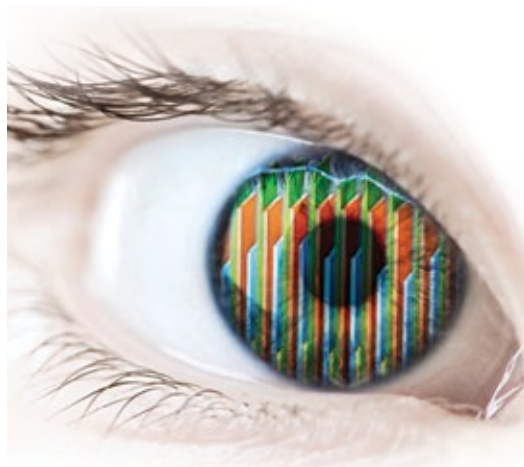

Name: Mark V. Murray
Authorized Person

EXHIBIT B
METER DESCRIPTION & SPECIFICATIONS

verifEye™

Submetering Solutions



Reward of Information (ROI)

SMARTer Metering. SMARTer Control. REAL Savings.

The Benefits of Submetering

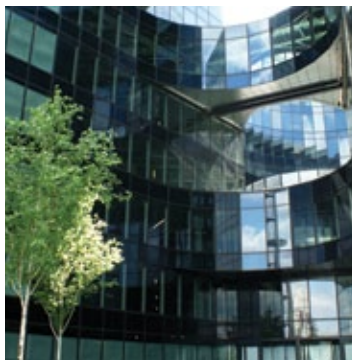
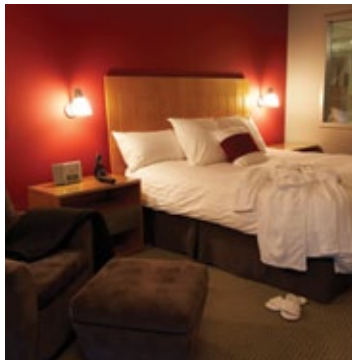
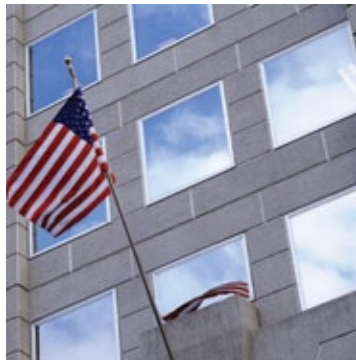
Leviton redefines ROI as Reward of Information with VerifEye™ Submetering Solutions. VerifEye delivers a comprehensive line of leading-edge submeters, communication products, and software solutions as the key building blocks to help you better manage costs and conserve energy.

Develop your strategic energy management plan using revenue grade real-time energy usage information to measure, monitor, and manage operations to improve your bottom line. From tenant billing to energy measurement & verification (M&V) software solutions, VerifEye offers cost effective scalability and integration to provide you with the solution you need today and in the future.

For additional energy savings, combine VerifEye with Leviton lighting controls for a complete energy management solution from a single source.

VerifEye delivers accurate information for:

- Tenant billing/cost allocation
- Load profiling & benchmarking
- Measurement & verification (M&V)
- Energy conservation programs
- LEED projects
- Government mandates
- AMR/BMS/EMS integration



Excellence Comes Standard

- Open architecture design provides easy integration with third party building management system (BMS) platforms
- UL g16 Listed for Energy Monitoring Equipment
- Installer friendly, reverse phase LED and power and load indicators provide installation diagnostics by visually confirming that the product is properly installed and functioning
- Leviton Series 1000, 2000, 3300, and 3500 meters are available in an indoor steel or outdoor NEMA 4X enclosure at the same low price
- Offering includes wide range of meters to meet the needs of any application and automated data collection solutions and energy reporting and analysis software to easily and intelligently manage energy consumption
- Confidently backed by a best in the industry 10 year warranty

Leviton Metering Philosophy

Consultative Approach

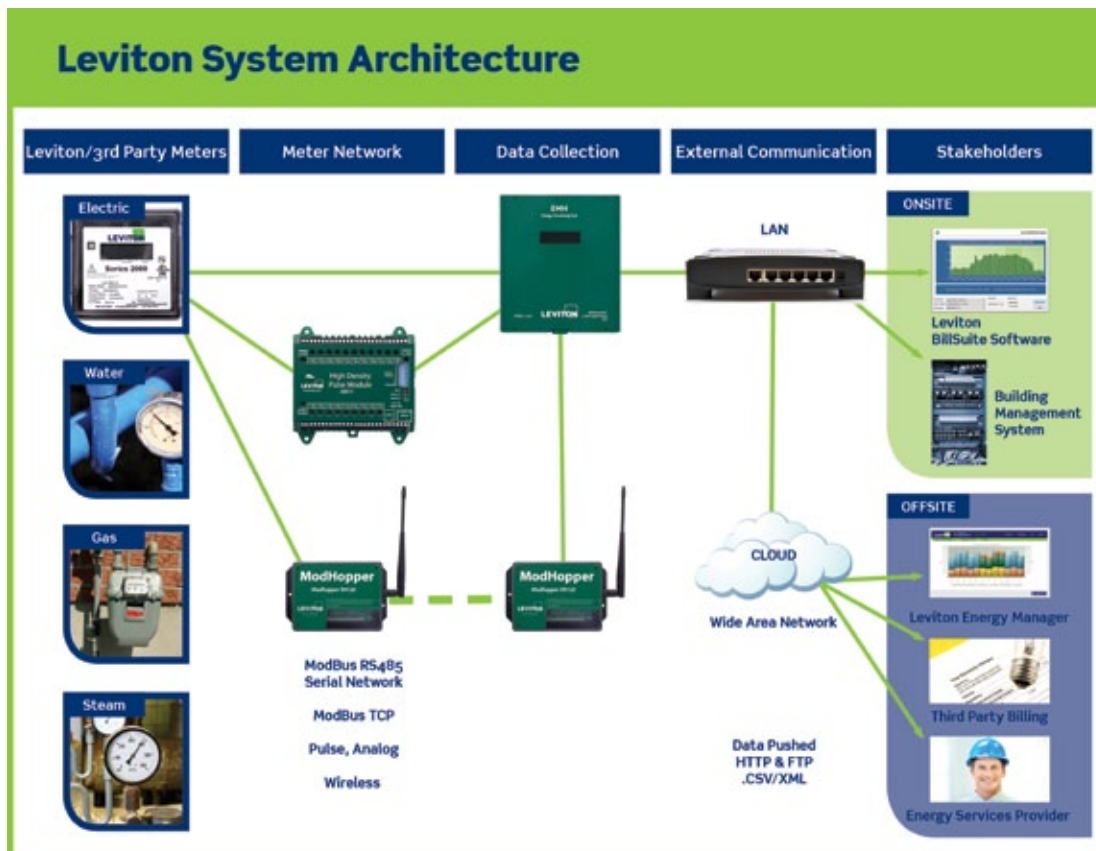
Find right match for each client - each project gets exactly the equipment needed

Scalable System

Options for future upgrades and additions are available with Leviton's flexible solution—no need to purchase an entire new system

Open Protocol

Ease of communication between multiple parties and platforms



Series 8000 Multi-Point High Density Meters

The VerifEye™ Series 8000 Multiple Point Meters are designed to meter high density applications such as multi-tenant office and residential buildings, medium-sized retail stores, institutional facilities, and more. For easy data accessibility, the Series 8000 design is based on an open protocol network to transmit data over ModBus and BACnet™. Combining revenue-grade electrical submetering with building automation communications technology, the Series 8000 complies with all regulatory electric safety and communications requirements and meets stringent ANSI 0.5 Accuracy Class standards.

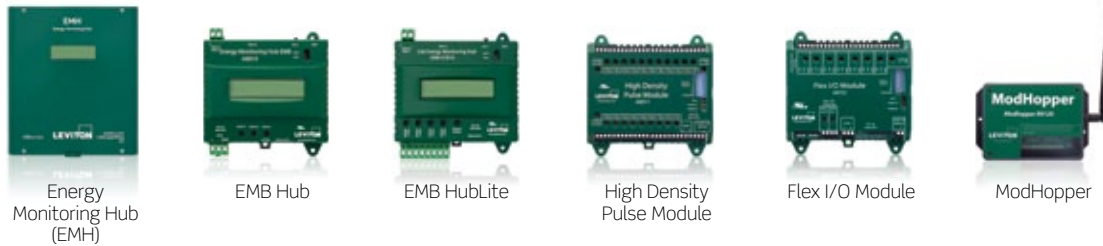
- Allows for revenue grade metering of up to 24 individual circuits in one device
- Provides multiple electric loads in one device
- Monitors up to 24 current transformers - 8 3-phase, 12 2-phase or 24 single phase loads
- Branch Circuit Monitoring
- Universal voltage
- 100-5,000 Amp current transformers
- Native communications protocol - Modbus TCP, Modbus RTU (RS-485) and BACNet IP standard
- Measures kilowatt hours, kW demand, volts, amps
- Interval and net metering
- Configurable via Ethernet or ModBus RTU network to BMS or VerifEye software solutions



SERIES 8000 MULTI-POINT HIGH DENSITY METERS

VOLTAGE	DESCRIPTION	CAT. NO.
RESIDENTIAL		
120/208/240V 1PH 3W	Phase Config 3x2 with Wiring Harness	S8120-032
120/208/240V 1PH 3W	Phase Config 6x2 with Wiring Harness	S8120-062
120/208/240V 1PH 3W	Phase Config 9x2 with Wiring Harness	S8120-092
120/208/240V 1PH 3W	Phase Config 12x2 with Wiring Harness	S8120-122
COMMERCIAL & INDUSTRIAL		
120/208V or 277/480V 3PH	Phase Config 8x3 with Termination Enclosure	S8UTS-083
120/208V or 277/480V 1PH 3W	Phase Config 12x2 with Termination Enclosure	S8UTS-122
120/208V or 277/480V 1PH 3W	Phase Config 24x1 with Termination Enclosure	S8UTS-241
120/208V or 277/480V 3PH	Phase Config 8x3 with Wiring Harness	S8UWH-083
120/208V or 277/480V 1PH 3W	Phase Config 12x2 with Wiring Harness	S8UWH-122
120/208V or 277/480V 1PH 3W	Phase Config 24x1 with Wiring Harness	S8UWH-241
480V Delta	Delta PTs with Enclosure	S480V-011

VerifEye Communication Products



Specifications	Data Acquisition Hubs	Data Acquisition Hubs	Data Acquisition Hubs	Input/Output Module	Input/Output Module	Wireless Modbus/Pulse Transceiver
	Energy Monitoring Hub (EMH)	EMB Hub	EMB HubLite	High Density Pulse Module	Flex I/O Module	ModHopper
	A8812	A8810	A7810	A8911	A8332	Rg120
Protocols	Modbus RTU Modbus TCP TCP/IP PPP HTTP/HTML FTP NTP XML SNMP-Trap	Modbus RTU Modbus TCP TCP/IP PPP HTTP/HTML FTP NTP XML SNMP-Trap	Modbus TCP TCP/IP PPP HTTP/HTML FTP NTP XML SNMP-Trap	Modbus RTU	Modbus RTU	Modbus RTU
Applications	<p>Push-or-pull meter data to software applications</p> <p>Use with an Ethernet (LAN) connection to push-or-pull data via HTTP, XML, FTP, or any custom protocol</p> <p>Connect to web-based (IP-based) software dashboards, energy information management systems and demand response systems</p>			<p>Use with EMH to take advantage of plug-in communication</p> <p>Use with ModHopper for wireless communication</p> <p>Push-or-pull meter data to VerifEye kiosks and software applications</p>		<p>Designed specifically for wireless sub-metering</p> <p>Collect meter data from multiple buildings over long distances “Self-managed” mesh network keeps system functioning with high reliability</p>

HOW TO SELECT THE APPROPRIATE DATA ACQUISITION HUB

	Modbus TCP	Modbus RTU	4 Pulse Inputs Onboard	8 Flex Inputs On Board*	Configured for Leviton Energy Manager	Requires Separately Ordered Power Supply
A8812-001 EMH	X	X	-	X	X	-
A8812-000 EMH (non-configured)	X	X	-	X	-	-
A8810-000 EMB Hub	X	X	-	-	-	X
A7810-000 EMB HubLite	X	-	X	-	-	X

* Pulse, analog, status, and resistive.

Metering Communications Systems

To create a data network between Leviton submeters and stakeholders (BAS, third party billing, Leviton Energy Manager software, etc.), Leviton offers Metering Communication Systems. These solutions transmit data from meters to end systems, creating a seamless transition between data collection and data display. Leviton Metering Communications Systems also enable facilities to create metering systems that can easily share data through open protocols such as Modbus, and IP-based data transfer through HTTP/FTP of .csv or XML files. The results are robust and reliable networks scalable to accommodate future expansion, with data made accessible from any internal or external location.



Energy Monitoring Hub

Data Acquisition Hubs

ENERGY MONITORING HUBS

Metering Communication Hubs, including the Energy Monitoring Hub (EMH), EMB and EMBLite, are intelligent, flexible data acquisition servers allowing users to collect energy data from meters and environmental sensors. Designed to connect to IP-based applications such as enterprise energy management, demand response and smart grid programs, Hub servers let you connect thousands of energy points, benchmark energy usage and reduce energy costs.

- Collects and logs data from connected wired or wireless devices based on user-set intervals
- Pushes or pulls data via HTTP, XML, FTP or any custom protocol using an Ethernet (LAN) connection
- No software required: Information can be accessed through any web browser in any location
- Plug and play connectivity
- Compatible with nearly any front-end software platform allowing customers to use a variety of reporting tools
- Push or pull meter data to energy dashboards, kiosks and software applications
- Monitor performance of critical systems (lighting, HVAC, PDUs, inverters, etc.)



EMB Hub



EMB HubLite

DATA ACQUISITION HUBS

CAT. NO.	DESCRIPTION
A8812-001	Energy Monitoring Hub - Configured for Leviton Energy Manager
A8812-000	Energy Monitoring Hub - Non-Configured
A8810-000	EMB Hub
A7810-000	EMB HubLite
YBM05-010	Power Supply for EMB Hub and EMB HubLite

Wireless Modbus/Pulse Transceiver

MODHOPPER

The ModHopper is a breakthrough mesh technology design that makes connecting Modbus RTU (RS485) and pulse devices simple and cost effective. Our “smart” ModHopper transceivers eliminate the need for costly wiring runs allowing users to capture meter data in the most challenging retrofit and campus environments. Collect meter points in existing buildings with minimum down-time or disruption of day-to-day operations.

- Designed specifically for wireless metering and Leviton Metering Solutions for guaranteed compatibility
- No software or programming required and devices automatically configure when powered, reducing labor costs and installation time
- Wireless “mesh” network—self-healing, self-optimizing for ease of installation and maintenance
- Connect up to 32 Modbus and 2 pulse devices per ModHopper for the ultimate expandable solution
- Long distance communication (3000ft indoor/14 miles LOS Outdoors) for flexibility of placement and easier future expansion
- Multiple independent network capability
- Reliable, constant two-way communication and packet verification
- Point to multi-point communication
- Field upgradable firmware for user-friendly future upgrades and expansion



ModHopper

WIRELESS MODBUS/PULSE TRANSCEIVER

CAT. NO.	DESCRIPTION
R9120-500	ModHopper and Power Supply

EXHIBIT C
SAMPLE ACC ELECTRIC BILL

Resident Utility Bill

Date: xx/xx/xxxx
Resident: First Last
Unit: #
Bldg: #
Service Period: xx/xx/xxxx – xx/xx/xxxx

Electric				
Meter Read Date:	xx/xx/xxx	xx/xx/xxxx		
Meter Read:	####	####	Charge:	\$00.00
kWh Used:		####	Discount / Cap Amount:	\$00.00
\$ per kWh:		\$00.00	Total Charges:	\$00.00

Gas	
Charge:	\$00.00
Discount / Cap Amount:	\$00.00
Total Charges:	\$00.00

Water	
Charge:	\$00.00
Discount / Cap Amount:	\$00.00
Total Charges:	\$00.00

Your per resident chargeback amount is:	\$ 00.00
--	-----------------

This balance is due and payable with your rent installment.

Payment should be made by Check or Money Order payable to Property Name and can be delivered to the office during business hours or placed in the drop box.

For your convenience, as an alternative payment option, we also accept credit cards, debit cards and ACH payments online at CONNECT.STUDENTHOUSING.COM. There is a \$19.95 convenience fee for one-time payments.

If you have any questions, please contact Bookkeeper Name at Bookkeeper Email Address or call the office at Property Phone.

Sincerely,

Property Name
Property Phone Number

Cc: Resident File

EXHIBIT D
HEFPA PROVISIONS

SUBMETERING PLAN OF ACC OP (PARK POINT SU), LLC

The Owner has reviewed the benefits of converting to Master Metering and Submetering. As per the regulations required by the New York State Public Service Commission (NYSPSC), we herewith submit an explanation of the system methodology of the billing for the Residents of Park Point Syracuse. It is required that the residents be informed of the proposed conversion to submetering so that they can comment to the Commission regarding the submetering proposal. The Commission regulates all Utilities in New York State and requires that sufficient information regarding the submetering program be provided to each resident so that they can comment either in favor of or rejection of the program. This letter is intended to provide the information regarding the submetering program so that this requirement can be satisfied. It should be noted that this information supplements any information provided by the Owner.

Master Metering means that one (1) meter is installed to measure all of the power being consumed during each monthly billing period by all of the Apartments and the Common Areas in each building. This Master Meter is billed on the Master Metering Rate SC-3 Large User Residential Rate servicing residential buildings in National Grid Gas and Electricity territory in New York. If the building converts to Submetering this same Master Meter rate will still apply to the building as it provides the lowest cost for electrical energy to the building. Submetering installation requires a separate meter be installed for each apartment to measure the amount of power consumed during each monthly billing period in each apartment and no other space within the building. Bills then can be prepared for each resident individually predicated on only their own individual use.

The average rate calculation is derived by taking the total dollar cost charged to the building by National Grid and Constellation and dividing it by the total electric usage (kWh) of the building for a specific period. The cost per kWh is then multiplied by the resident's actual consumption. The resident's bill will show an adjustment in consideration of Owner's utility contribution. Owner agrees to furnish electricity up to a cap of \$40.00 per person per month and the resident is responsible for electricity charges that exceed the \$40.00 cap.

HEFPA Requirements

Termination or Disconnection of Service: A Submeterer may disconnect service under the following conditions if the resident:

- Fails to pay the charges for the services rendered;
- Fails to pay amounts due under a deferred payment agreement;
- Fails to pay a lawfully required deposit, and is sent a final disconnection notice no less than fifteen (15) days before the disconnection date shown on the notice.
- A final disconnection notice shall clearly state or include the following:
 - The earliest date on which the disconnection will occur;
 - The reasons for the disconnection including the total amount required to be paid and the manner in which disconnection may be avoided;
 - The address and phone number of the office of the submeterer that the resident may contact in reference to his/her account;
 - The availability of procedures for handling complaints;
- A summary of protections available under HEFPA, and in a size and type capable of attracting immediate attention a statement that reads, "THIS IS A FINAL DISCONNECTION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL;
- There are special conditions that will apply in the event a notice of disconnection is received:
 - Medical Emergencies: No submeterer shall disconnect or refuse to restore service when a medical emergency exists.
 - Life Support Systems: If a customer or a resident of the customer's premises suffers from a medical condition requiring utility service to operate life sustaining device, certification by a medical doctor or qualified official of a local board of health shall remain effective until terminated by the commission or its designee, provided the residential customer demonstrates an inability to pay charges for the service.
 - Residents who are Elderly, Blind or Disabled: No submeterer shall disconnect or refuse to restore service where a residential customer is known to, or identified to the submeterer to be elderly, blind, or disabled or 62 years of age or older, and all remaining residents of the household are 62 years of age or older, 18 years of age or under, or are blind or disabled without complying with the procedures specified in HEFPA.

Voluntary Third-Party Notice: Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party.

Deferred Payment Agreement: A deferred payment agreement is a written agreement for the payment of outstanding bills over a specified period of time, signed by both the submeterer and customer. A submeterer must make reasonable efforts to contact eligible customers or applicants by phone, mail, or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances when payment of a bill or arrears is owed on an account.

Budget or Levelized Payment Plans: A submeterer shall offer residential customers a voluntary budget billing or levelized payment plan designated to reduce fluctuations in customer's bills due to seasonal patterns of consumption. The plan shall be based on a customer's 12 month billing data which will be determined after the submetering process has been in effect for an initial 12 month period and the customer's usage patterns have been established. Should the customer request budget billing prior to the completion of the initial 12 month billing period and no usage pattern has been established, the plan will be initially based upon a similar property in the area in which the service address is located. This plan can be amended subsequently when the customer's usage pattern has been established.

Quarterly Billing Plan: Public Service Law (not HEFPA) also allows a submeterer to offer residential customers who are 62 years or older, as an alternative to monthly billing, a plan for payment on a quarterly basis of charges for service rendered provided that such customer's average annual billing is not more than \$150.00.

Late Payment Charges: A submeterer may impose a one-time or continuing late payment charge, not in excess of 1.5 percent per month, on the unpaid balance of any bill for service provided the bill clearly shows the amount billed, whether any charge will be imposed for late payment, when the late payment charge becomes applicable, and the time period during which the bill may be paid without the imposition of the late payment charges.

Complaints to the Submeterer: Resident complaints about bills for utility service, deposit requests or other service problems shall first be made to the Management. The Management will refer the resident to the Submetering Agent who will respond to the complaint and attempt to resolve the problem. The Submetering Agent is retained by 200 West 54 Corp. to provide the meter reading and billing services and is well versed in both the PSC requirements and the operation of the submetering equipment employed by 200 West 54 Corp.. In the rare event the Submetering Agent cannot resolve the problem to the resident's satisfaction the resident may contact the Public Service Commission and explain the problem to the Commission's agent. They will attempt to obtain a resolution to the problem and if necessary enter a case number and start proceedings with the submeterer to determine a resolution to the problem. Their decision will be binding upon both the resident and the submeterer. The Public Service Commission may be contacted at any time there is a question or complaint. If you should have any further questions or comments you may contact the Public Service Commission in writing at 90 Church Street, New York, New York 10007 or telephone them at 800-342-3377.

**HEFPA IMPLEMENTATION PLAN
ACC OP (PARK POINT SU) LLC**

Park Point Syracuse located at 417 Comstock Ave., Syracuse, NY 13210

1. Deferred Payment Agreement Package
 - a. Deferred Payment Agreement
 - b. Asset Evaluation Form
 - c. Special Protections Registration Form
 - d. Past Due Reminder Notice

2. Budget Billing Plan
 - a. Budget Billing Plan Agreement
 - b. Quarterly Billing Agreement

3. Late Payment Procedures

4. Complaint Resolution Plan

5. Notification of Rights

6. Termination of Electric Service Plan
 - a. Termination Plan
 - b. Past Due Reminder Notice
 - c. Failure to Make Payment Notice
 - d. Notification to Social Services of Customers Inability to Pay
 - e. Final Suspension Notice
 - f. Final Termination Notice

7. Disclosure Statement

1-A: RESIDENTIAL DEFERRED PAYMENT AGREEMENT

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to ACC OP (PARK POINT SU) LLC for this account as of MM/DD/YYYY is **\$XX.XX**. **ACC OP (PARK POINT SU) LLC** is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, **ACC OP (PARK POINT SU) LLC** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, ACC OP (PARK POINT SU) LLC may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call ACC OP (PARK POINT SU) LLC at 315-414-2400.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____

Date: _____

This agreement has been accepted by ACC OP (PARK POINT SU) LLC If you and ACC OP (PARK POINT SU) LLC cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

1-B: ASSET EVALUATION FORM - CONFIDENTIAL

Customer Name: _____

Address: _____

Account #: _____

1. Employer Name, Address and Phone Number

2. What is your monthly income?

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent? _____

7. What is your monthly mortgage or rent payment? _____.

8. List other assets (i.e., Stocks and Bonds):

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

10. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit card payments \$ _____
- Other \$ _____
\$ _____
\$ _____

1-C: SPECIAL PROTECTIONS REGISTRATION FORM - CONFIDENTIAL

Please complete this form if any of the following applies. Return this form to:

ACC OP (PARK POINT SU) LLC
12700 Hill Country Blvd., Suite T-200
Austin, TX 78738

ACCOUNT INFORMATION (Be sure to complete before mailing)

Name _____

Address Apartment _____

Town/City Zip _____

Telephone # Daytime Evening _____

Account Number (as shown on bill) _____

I would like to be considered for Special Protections.

In my household (Check):

- Unit Owner is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age
- Unit Owner is blind (Legally or Medically)
- Unit Owner has a permanent disability
- Unit Owner/resident of my house has a Medical Hardship (type):
- Unit Owner/resident of my house has a Life Support Hardship (type):

I receive government assistance.

- I receive Public Assistance (PA). My case number is:
- I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (to provide this is optional) is: _____

Please send me more information about:

- Balanced Billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency
Address Apartment
Town/City Zip
Telephone Number Daytime Evening

Designee Signature

1-D: PAST DUE REMINDER NOTICE

CUSTOMER NAME: _____
PREMISE ADDRESS: _____
ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement (DPA). We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (315) 414-2400 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling 311.

The total amount owed to ACC OP (PARK POINT SU) LLC for this account as of MM/DD/YYYY is: \$XX.XX.

ACC OP (PARK POINT SU) LLC
12700 Hill Country Blvd., Suite T-200
Austin, TX 78738

2-A: BUDGET BILLING PLAN AGREEMENT

Customer Name: _____
Address: _____
Account# _____

Under this Plan, **Park Point Syracuse** agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay **\$XX.XX** per month for the 12 month period starting with the billing cycle commencing on **MM/DD/YYYY** and ending on **MM/DD/YYYY**.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. **Park Point Syracuse** reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, **Park Point Syracuse** shall true up your account based on a comparison of the aggregate billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe **Park Point Syracuse** a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing:

Return one signed copy to Park Point Syracuse by MM/DD/YYYY.

2-B: Quarterly Billing Plan

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, **Park Point Syracuse** agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on **MM/DD/YY** and ending on **MM/DD/YY**, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period **MM/DD/YY** to **MM/DD/YY**, and you will receive quarterly bills thereafter on or before **MM/DD/YY**, **MM/DD/YY**, and **MM/DD/YY** for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

[] Yes! I would like Quarterly Billing:

Return one completed copy to Park Point Syracuse by MM/DD/YYYY.

3: LATE PAYMENT PROCEDURES

Not Applicable

ACC OP (PARK POINT SU) LLC does not charge tenants a fee for late payments on utilities.

4: COMPLAINT RESOLUTION PROCEDURE

Regarding the resolution of complaints involving electric service, the resident shall first present to the managing agent or representative, a complaint which may be in letter form or telephone call, including the action or relief requested. The managing agent or representative shall investigate and respond to the complaint in writing within ten days of the receipt of the complaint. The managing agent intends to utilize the submetering company and/or its submetering consultant, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reasons therefore.

If the complainant is dissatisfied with the managing agent's or representative's response, he or she may request a review of said determination by filing a written or verbal protest within fourteen days from the date of the response to the managing agent or representative. No particular form of protest is required. The complainant can also contact the Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1 (800) 342- 3377, access their website at www.dps.state.ny.us and file a complaint. The website can be accessed for any information on HEFPA.

5: NOTIFICATION OF RIGHTS

As a Resident customer for electricity you have certain rights assured by Home Energy Fair Practices Act (HEFPA). This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at (312) 414-2400. If you have an electrical emergency, please call us at (315) 414-2400. If you would like to contact us by mail, please write to us at (ACC OP (PARK POINT SU) LLC C/O Jack Forrest, 12700 Hill Country Blvd., Suite T-200, Austin, TX 78738). Your satisfaction is important to us, therefore if after speaking with one of our representatives, you believe your questions have not been resolved; please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, the customer shall first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested to ACC OP (PARK POINT SU) LLC C/O Jack Forrest, 12700 Hill Country Blvd., Suite T-200, Austin, TX 78738. The managing agent or representative shall investigate and respond to the complaint within fifteen (15) days of receipt of the complaint. If the complaint is concerning the sub-meter malfunction we shall arrange for testing the sub-meter within fifteen (15) days. To investigate your complaint, the managing agent may utilize the submetering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response he/she may request a review of said determination by filing a written or verbal protest within fourteen (14) days from the date of the response to the managing agent or representative. No particular process form is required. The complainant can also contact Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1(800) 342-3377 and file a complaint. The bills you receive show the amount of kilowatts you used. You may request budget billing. Budget billing divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your budget billing amount paid.

The Property Manager reads your meter because it measures and records the actual amount of electricity you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why every effort is made to read your meter regularly. If you are having difficulty paying your bill please contact us by telephone or by letter in order to make a payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show financial need. You may not have to make a down payment and installment payments become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

- **Medical Hardship** - You must provide a medical certificate from your doctor or local Board of Health.
- **Life Support Equipment** - If you have life support equipment and medical certificate.
- If you or a member of your immediate family is hospitalized you may receive a thirty-day extension.

Payments may be as little as \$10.00 per month. Every effort will be made to help you find a way to pay your bill. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the ACC OP (PARK POINT SU) LLC's representative and identify yourself. If a loss of service poses a serious health or safety

problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement. Regardless of your payment history with us, we will continue electric service if your health or safety is threatened. While we are working with you to develop a payment agreement or while you are trying to obtain financial assistance, we will not shut off services for a period of fifteen (15) days.

Additionally, you can designate a third party as an additional contact to receive notices of past due balances. In the event your service has been shut off we will reconnect it within 24 hours once you have either paid the amount due or signed a payment agreement, we will also reconnect service if you face a serious health or safety threat or receive a notice of payment from a Social Service Agency. There is a charge to turn your service back on. Customers may be asked to pay a deposit if the account is delinquent or has been disconnected for nonpayment during the last six months. We will hold the deposit for one year. If your payments are not delinquent during that time, we will refund your deposit.

We can provide you a special protection form to complete. Please fill it out if you qualify for any special protection described on said form and return it to ACC OP (PARK POINT SU) LLC. The special protection form should be returned to ACC OP (PARK POINT SU) LLC C/O Jack Forrest, 12700 Hill Country Blvd., Suite T-200, Austin, TX 78738. The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled too. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act is available for your review in the ACC OP (PARK POINT SU) LLC's Management Office. ACC OP (PARK POINT SU) LLC shall afford you all the notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on non-payment, including termination of service, is commenced.

6-A: Termination Plan

Not applicable.

ACC OP (PARK POINT SU) LLC does not terminate utilities.

6B: Past Due Reminder Notice

CUSTOMER NAME: _____
PREMISE ADDRESS: _____
ACCOUNT NUMBER: _____

On **MM/DD/YYYY** you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of **\$XX.XX** by **MM/DD/YYYY** and regular payments of **\$XX.XX** in addition to your current charges, in order to avoid further delinquency. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within twenty (20) calendar days of the date payment was due.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at **(315) 414-2400** because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling (315) 435-2985.

The total amount owed to Park Point Syracuse for this account as of MM/DD/YYYY is: \$XX.XX.

6-C: FAILURE TO MAKE PAYMENT NOTICE

Date: _____
CUSTOMER NAME: _____
PREMISE ADDRESS: _____
ACCOUNT NUMBER: _____

Dear (unit owner/tenant's name):

Your account is now ninety (90) days overdue. Please make payment to avoid further delinquency.

PLEASE REMIT \$XX.XX BY MM/DD/YYYY.

If you are unable to make payment because of your financial circumstances have changed significantly due to events beyond your control, please contact us at (315) 414-2400. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

ACC OP (PARK POINT SU) LLC
12700 Hill Country Blvd., Ste. T-200
Austin, TX 78738

6D: NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

Park Point Syracuse
417 Comstock Ave.
Syracuse, NY 13210
(315) 414-2400

Customer Name:

Address:

City, State, Zip:

Account #:

Customer has been sent a final notice of termination. If the total payment due of \$**XX.XX** is not paid by **MM/DD/YYYY**, termination of service may occur anytime after **MM/DD/YYYY**.

6E: FINAL SUSPENSION NOTICE

Not applicable.

ACC OP (PARK POINT SU) LLC does not terminate utilities.

6F: FINAL TERMINATION NOTICE

Not applicable.

ACC OP (PARK POINT SU) LLC does not terminate utilities.

7: Disclosure Statement

ACC OP (PARK POINT SU) LLC certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for the residents of ACC OP (PARK POINT SU) LLC.

The average rate calculation is derived by taking the total dollar cost charged to the building by National Grid and dividing it by the total electric usage (kWh) of the building for a specific period. The cost per kWh is then multiplied by the resident's actual consumption. The resident's bill will show an adjustment in consideration of Owner's utility contribution. Owner agrees to furnish electricity up to a cap of \$40.00 per person per month, the resident is responsible for electricity charges that exceed the \$40.00 cap.

Each submeter will be read monthly and each resident will be billed monthly for electric service. Billing information will be in plain language and will include the billing period, amount of consumption, taxes, service charges, charge for the period and total amount due.

EXHIBIT E
SUBMETER ID FORM



**New York State Public Service Commission
Office of Consumer Policy**



Submetering Identification Form

Name of Entity: ACC OP (PARK POINT SU), LLC			Corporate Address: 12700 Hill Country Blvd. Ste. T-200, Austin, TX 7838		
City: Syracuse	State: NY	Zip: 13210	Web Site: www.americancampus.com		
Phone: (315) 414-2400			Utility Account Number: 39830-31011		
Chief Executive: Bill Bayless			Account Holder Name: AMERICAN CAMP OP PART, LP		
Phone: 512-732-1000			E-mail: MRiscica@americancampus.com		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Jack Forrest			Name: Jim Hopke		
Phone: 704-246-7871			Phone: 512-732-1000		
Fax: 512-494-0603			Fax: 512-494-0603		
E-mail: JForrest@americancampus.com			E-mail: JHopke@americancampus.com		
Address: 12700 Hill Country Blvd., Suite T-200			Address: 12700 Hill Country Blvd., Suite T-200		
City: Austin	State: TX	Zip: 78738	City: Austin	State: TX	Zip: 78738

We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: 457utilities@americancampus.com

Name of Property: Park Point Syracuse			Service Address: 417 Comstock Ave.		
City: Syracuse	State: NY	Zip: 13210			
Electric Heat? <input checked="" type="radio"/> / N			Electric Hot Water? <input checked="" type="radio"/> / N		
# Units Occupied by: Sr. Citizens 0 Disabled 0			Total # of Units 66		
Rent Stabilized No	# Rent Controlled 0	# Rent-Regulated 0	# Market Rate 66		
Rental: <input checked="" type="radio"/> N	Condo: <input checked="" type="radio"/> N	Co-Op: <input checked="" type="radio"/> N			
# Low Income 0	# Section 8 0	# Landlord Assist Program 0	# Other 0		
Submeter / Billing Agent: ACC OP (PARK POINT SU), LLC			Address: 112700 Hill Country Blvd., Ste. T-200		
City: Austin	State: TX	Zip: 78738			
Contact Name: Jack Forrest		Contact Phone: 704-246-7871	Contact Fax: 512-494-0603		

Please return this form within 5 days to:

Hon. Kathleen H. Burgess, Secretary to the Commission
 NYS Public Service Commission
 3 Empire State Plaza
 Albany, NY 12223-1350
 E-mail: secretary@dps.ny.gov

(Rev. 9/20/13)

**Changes in contact
 information should
 be submitted within
 5 days of any
 personnel change.**

EXHIBIT F
LEASE DOCUMENTS

LEASE AGREEMENT

BASIC TERMS:

Date: _____

Apartment Community: Park Point Syracuse

Resident: _____ (“you” or “your”)

Landlord (Owner): ACC OP (Park Point SU) LLC (“us”, “we” or “our”)

Landlord’s Address: c/o Manager, _____, Attention: General Manager

Manager: ACC OP Management LLC

Premises: A shared private bedroom (“Bedroom”) accommodation in a _____ bedroom, _____ bathroom apartment (“Apartment”), within an apartment building (“Building”) within the Apartment Community, as more specifically described in Paragraph 1a below.

Unit Type: _____

Lease Term: Starting Date of Lease Term: _____ Ending Date of Lease Term: _____

Rent: Base Rent: Your total Base Rent for the Lease Term is \$ _____ (you must also pay additional charges as identified in this Lease and applicable sales taxes).

Deposits and Fees: In addition to paying Base Rent, you agree to pay us the following Deposits and Fees:

Security Deposit: \$ _____ (see Paragraph ____ below)

Application Fee: \$ _____ (the Application Fee is nonrefundable for any reason)

_____ Fee: \$ _____ (due and payable at the same time each installment of Base Rent is due and payable)

_____ Fee: \$ _____

The Base Rent, and any additional fees or charges payable by you under this Lease are together referred to as “Rent”. Base Rent and the additional fees or charges payable in installments for the Lease Term is \$ _____ is payable in _____ installments, without offset or deduction, and you agree to pay such Rent as follows:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

Guarantor: _____, who has guaranteed Resident’s duties and obligations hereunder pursuant to a separate Guaranty Agreement (herein so called) executed by Guarantor. Resident’s failure to provide an executed Guaranty Agreement shall not render this Lease invalid but shall be a default of this Lease (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Lease). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Lease. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this lease and all Rent and other obligations.

Exhibits attached to this Lease:

- Exhibit A Apartment Community Rules and Regulations
- Exhibit B Safety Guidelines
- Exhibit C Electric Submetering Rider

Additional Terms and Provisions: Additional Terms and Provisions, as well as the Exhibits, are attached as subsequent pages to this Lease. This Lease consists of this page, and the Additional Terms and Provisions and the Exhibits.

AGREEMENT:

RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

LANDLORD:

RESIDENT:

ACC OP (Park Point SU) LLC

By: ACC OP Management LLC, agent

By: _____

Signature

ADDITIONAL TERMS AND PROVISIONS AND EXHIBITS FOLLOW THIS PAGE

ADDITIONAL TERMS AND PROVISIONS:

I. PREMISES.

- a. **Description.** The "Premises" is defined as including each of the following:
- i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;
 - ii. Together with the other residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access);
 - iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and
 - iv. Your shared use of the mail box assigned to you by Manager.

However, within 1 day after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in another Building within the Apartment Community.

In the event we approve your request to relocate to another Apartment within the Apartment Community during the specified Lease Term or at the end of your lease term, Manager will charge you (and you agree to pay) a \$250 non-refundable Transfer Fee. This fee shall be considered and treated as additional rent. Failure to pay shall be considered non-payment of Rent, and Resident shall be subject to eviction for non-payment of Rent pursuant to the New York Real Property Actions and Proceedings Law.

- b. **Occupants.** Only you can live in the Premises. You may not permit another person to live in the Premises or in the Apartment. The Premises will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent but, the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the rent due and other charges due for such unoccupied bedroom. You are not allowed to use any vacant room in your apartment for any purpose whatsoever unless you are paying rent for the room. If we discover that you are using a room in your apartment that should be vacant, we have the right to charge an amount equal to 30 days rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the residents of the apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room. **The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Lease.**

- c. **Condition on Starting Date.** An Inventory and Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing on the Inventory And Condition Form by the end of the day following the day on which you move in, **you accept the Premises and the fixtures, appliances and furniture in the Apartment in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.**

- d. **Maintenance, Alterations and Repairs.**

- i. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). Such charges shall constitute and be considered additional rent for such period, and failure to pay shall be considered non-payment of rent, and Landlord may proceed with eviction of Resident for non-payment of rent as provided for by the lease and other applicable law. If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we send you an invoice. Any amounts owing as described herein shall be considered and treated as additional Rent and failure to pay such amounts shall subject the Resident to eviction for non-payment. You agree to leave the Premises at the end of the Lease in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

- ii. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. To the extent permitted by applicable law, you are responsible for maintaining the smoke detector and keeping it in working condition.
- iii. **Emergency Repair Notification:** Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, water overflow/intrusion/or leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will with reasonable diligence complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.

Non-Emergency Repair Notification: You must notify us promptly in writing at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Additionally, you are required to notify us in writing promptly of: electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the premises in good working order or prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

- iv. We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
- v. **Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of Manager.** We urge you to obtain your own insurance for losses due to such causes.

e. Mold Provisions and Pest Control

- i. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Please note: It is Manager's goal to maintain a quality living environment for its residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why the following contains important information for you, and responsibilities for both Manager and Resident.

- ii. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, Resident must do the following:
 - a. *Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.*
 - b. *Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow property rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of Resident's dwelling dry out.*
 - c. *Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Lease to repair or remedy the situation, as necessary.*
- iii. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or

that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

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

- iv. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify Manager in writing.

- v. COMPLIANCE. Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact Manager.
- vi. If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager can't fix problems in your dwelling unless it knows about them.
- vii. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
- viii. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.
- Resident agrees to keep the premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the apartment.
 - Resident agrees to cooperate with Manager with timely access to the resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
 - Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
 - Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by landlord.
 - Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence.
- f. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell or dispose of such property without our being liable to you.

2. **LEASE TERM.** This Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the term or reduce or limit your liability), but you may not occupy your Premises until this Lease and other required documents have been fully signed by all parties.

If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with 30-days advance written notice of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering to us written notice is not sufficient. Even if you give proper notice you are not released from liability under this Lease and we can withhold your Security Deposit unless all payments through the Ending Date have been made.

If you move out before the Ending Date, your Rent for the remainder of the Lease Term is still payable by you to us as you have violated the Lease. Returning your keys to the Landlord, and Landlord's acceptance of the keys, shall not constitute an acceptance of your surrender of the Premises. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. The new applicant must be approved by the Manager and if the new applicant is of a different gender than the others in the apartment all occupants and guarantors must approve in writing of coed living arrangements. Your obligations will be terminated under this lease contract once the new applicant has been approved, moved in and paid the first month's rent. Should your request to transfer your rights under this Lease be approved, you also have to pay us a reletting charge equal to one month's rent, which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The Reletting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us. If Resident relets their lease, it is required to give Management a minimum of 5 business days prior to the incoming tenant's lease start date to make the premises available. The current lease holder is responsible for rent and utilities until the new Resident has been approved, moved in, and paid the first month's rent.

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will owe us an extra fee in the amount of \$75.00 for any portion of each subsequent 24 hour period that you occupy the Premises beyond your Ending Date (such sum is payable daily in advance), plus all of our damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover. You acknowledge that no notice or demand to vacate need be served upon you prior to charging the extra fee or starting an eviction proceeding for occupying the Premises beyond your Ending Date.

3. **RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time installments of Base Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All checks should be made payable to Landlord. The Rent is payable at the Manager's office at the Manager's Address (or at such other place as we may notify you in writing). **Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages.** At our option, we can require that Rent, fees, or charges payable to us be paid in either certified or cashier's check, money order or personal check. In addition if two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order. **Cash will not be accepted.**
- a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by Manager on or after the fourth (4th) day of the month, and Manager will charge you (and you agree to pay) an initial late charge of \$50.00. You also agree to pay a \$50.00 charge for each returned check (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
 - b. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.
 - c. While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance. In addition, Landlord's acceptance of any check marked "final payment" or "paid in full" does not absolve Resident of any outstanding balance.
 - d. You are liable for all costs or charges associated with our having to provide special services to you or at your request and for all fees or fines as described in the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Lease as Exhibit A. Such amounts shall be considered additional Rent. Failure to pay the amounts identified herein shall be considered non-payment of Rent and Resident is subject to eviction for non-payment of Rent. Additional policies, regulations and fines may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook. Resident agrees to review this document and acknowledge receipt as applicable.
 - e. Tenant is responsible for any cost incurred by the Landlord in effort to collect delinquent balances due to Tenants failure to pay; including attorney's fees and collection agency fees.
 - f. Resident understands and agree that any fees, charges, and/or penalties including, but not limited to: utility charges/fees, late fees, fees for checks returned for insufficient funds, transfer fees, lost key fees and attorney fees incurred by Landlord in otherwise enforcing this agreement shall be considered additional Rent. Failure to pay the amounts described herein shall be considered non-payment of rent and Resident is subject to eviction for non-payment of Rent.
4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security

for all of your obligations under this Lease. **The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with the Manager, within 3 days after written demand by Manager, the funds necessary to restore the Security Deposit to its full amount. Such amount shall be considered additional Rent. Failure to pay such amount shall be considered non-payment of Rent, and Resident is subject to eviction for non-payment of Rent. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit for any of your unpaid obligations. You agree that we have 30 days (excluding weekends and legal holidays) after the later of (a) expiration or termination of this Lease, (b) surrender and acceptance of the Premises and (c) written demand by you, to return any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. If we sell the Apartment Community and your Security Deposit is transferred to the new owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new owner for return of the Security Deposit. Your security deposit will be kept by the owner in an interest-bearing account in a New York State bank. The name and address of the bank where your deposit will be held is: Bank of America, 720 University Avenue, Syracuse, NY 13210.

5. **UTILITIES.** We agree to furnish electricity up to a cap of \$40.00 per person per month, water, sewer, trash removal from designated collection points, gas, basic cable television, and Internet service for the Apartment. If it is necessary for us to pay any costs or repairs due to your failure to pay; failure to activate any utility under your name; or if you disconnect any utility before the lease end date; then **you will reimburse us for such amount plus \$50.00 (for administrative costs) and the total amount is payable by you** to us as additional Rent. You are responsible to pay for all utilities during the lease term even if you move out prior to the ending date. At Landlord's option, and only to the extent permitted under applicable laws, Tenant may be pre-billed for the estimated amount of charges above the applicable utility conservation cap for the last 60 days of the Lease term, to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. The entire utility costs above the cap amount will be apportioned by occupants of the unit. We are not responsible for any discomfort, inconvenience or damage of any kind caused by interruption or failure of these services. You must separately pay and provide required deposits for all other utilities, town services, town fees, electricity, charges for local and long distance phone service, additional or private lines, information, and 911 calls. We are not responsible/liable for your use of the Internet. All utilities may be used only for normal household purposes and must not be wasted, and, within one business day after you move in, utilities payable by you must be placed in your name or the name of one or more of the residents of the Apartment for the full Lease Term. If at anytime we use an outside vendor to provide utility billing services, we have the right to charge you up to \$30 per year for such services, and such amount will be payable by you to us as additional Rent. The electrical service provider will separately meter the Apartment for electricity and you and the other residents of the Apartment will be billed and required to pay those utilities directly to the appropriate utility company during the Lease Term. Basic cable television and high speed internet are provided free of charge for use by the residents. However, we are not responsible for any damages caused due to any failure of this service whatsoever. We are not obligated in any way to issue compensation of any kind to residents in the event that the system fails. We reserve the right to make any changes in the operating system or service provider at our sole discretion. In the event we elect to change service providers, we will notify you of their contact information and the above-stated will still apply. If you would like additional services offered by the cable provider, then you may order such services by contacting them directly. Any additional services ordered by you will be at your expense.

6. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

YOU HEREBY INDEMNIFY LANDLORD AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

If Resident files suit against us and a judgment is found in our favor, the Resident will pay all legal fees we incurred in defense of the suit. Resident also waives his/her right to a jury trial.

7. **DEFAULT AND REMEDIES.** You are in violation of this Lease if:
- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
 - b. You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, any apartment or amenity rules, or fire, health or criminal laws, codes, or regulations, regardless of whether arrest or conviction

occurs;

- c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid when they become due or are disconnected or shut-off;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for 5 consecutive days while unpaid Rent is due and payable);
- e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the lease document was tampered with or modified in any way without consent of Landlord;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law or, if you or your guests is a minor, possession of alcohol; whether or not a conviction occurs.
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- h. You create a nuisance or disturbance within the Apartment or the Apartment Community; or
- i. You fail to pay any fine within 10 days after it is levied in accordance with this Lease or the Rules and Regulations.

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

- a. Collect any fine imposed by the Rules and Regulations;
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction or a proceeding under New York Real Property Actions and Proceedings Law, without terminating the Lease or your monetary obligations for the Premises by giving you written notice providing 48 hours for you to vacate the Premises;
- d. Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense we incur to relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction or a proceeding under New York Real Property Actions and Proceedings Law, by giving you written notice and providing 24 hours for you to leave; and/or
- f. Report all violations to credit reporting agencies.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit or a proceeding under New York Real Property Actions and Proceedings Law, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or a proceeding under New York Real Property Actions and Proceedings Law or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action or proceeding against you because of your violation of this Lease, we can recover all costs and fees involved, including but not limited to reasonable attorneys' fees, court costs, and process server fees as part of any judgment. Tenant hereby waives all rights of redemption which may be granted under New York Law.

8. **LANDLORD'S RIGHT TO ENTER.** In the event of an emergency, if any resident of the Apartment has placed a work order with Manager, or if it is otherwise impractical to provide any required notice, both we and the Manager, and our respective agents, employees, repairers, services and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). With one (1) day prior notice to you, we and/or the Manager can also enter the Premises to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents or to perform maintenance or pest control.
9. **FIRE OR OTHER CASUALTY.** If in our judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction we may provide temporary housing within the Premises or within a reasonable distance of the Premises and you will have no right to withhold or offset any part of your Rent. During such reconstruction, if we do not provide temporary housing, we will make a reasonable reduction of Rent for the unusable portion of the Premises unless you or

your guest is the cause of the fire or other casualty.

10. **SUBORDINATION.** The lien and/or mortgage of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a tenant under this Lease. Therefore, if we violate the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
11. **RULES AND REGULATIONS.** You and your guests must comply with all written rules and policies which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These rules and policies are considered to be a part of this Lease and we can revise, change, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice for 30 days on a bulletin board or other area that we designate for notices to residents or by written notice to you.
12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new owner of the Apartment Community a copy of this Lease and all personal, financial, and other information concerning you, your guests, Guarantor(s), or any other individuals that has been obtained or generated in connection therewith.
13. **RESIDENT INFORMATION; CREDIT REPORT.** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it. You hereby agree that we are authorized to perform any credit checks and obtain any credit reports concerning you that we desire.
14. **LIABILITY OF RESIDENTS.** Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease. Except as otherwise set forth in the Lease you are not liable for any of your fellow resident's obligations as to their bedroom or their rent payable to us. Your bedroom has been assigned to you by the Landlord. If you fail to move into the correct bedroom, or elect to switch rooms with a roommate, you are still responsible for the room that you were assigned to. We will not rearrange room assignments. Any damages to the room that you were assigned to are entirely your responsibility. Residents are responsible for any damage/violations caused by their guests.
15. **LIABILITY OF LANDLORD.** If we violate this Lease, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us 30 days to cure it.
16. **SAFETY. WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that Manager and we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. Manager and we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the premises are not a security building and that you do not hold Manager or us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY.**
17. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. All Lease obligations are to be performed in the county where the Apartment Community is located. Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.
18. **MANAGER/NOTICES.** Any and all notices, including but not limited to notice of termination, notice to pay rent or quit, notice to cure, and/or notice of default from Landlord may be delivered in writing from the Landlord, it's Manager, Landlord/Manager's attorney(s), or other duly authorized employee, agent, or designee, by regular mail.

Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: ACC OP Management LLC, c/o American Campus Communities, 12700 Hill Country Blvd, Suite T-200, Austin, TX 78738, Attention: Senior Vice President of Management Services. Unless this Lease or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing may be given electronically and/or via text message, subject to our rules.
19. **INVALIDITY OF A PROVISION.** If any provision or provisions of this Lease Agreement, in whole or in part, is declared by a court of competent jurisdiction to be invalid, the remainder of this Lease Agreement shall be valid and enforceable as far as practicable.

20. **MODEL DISCLAIMER.** The model apartment unit (located at the leasing office or within the Apartment Community), including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture and window treatments, shown to Resident is intended to be representative of the general quality, quantity and type of construction and materials which Owner intends to use in the apartment unit to be leased to Resident. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows and window treatments of these items in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and layout. Resident acknowledges that the actual apartment to be leased will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths leased by resident.
21. **MAIL AND PACKAGES.** Mail and small packages from the US postal service (USPS) are delivered to resident mail boxes or parcel lockers in the mail room. We do not enter these boxes to retrieve or forward any mail within them. If you wish to have mail forwarded you must contact the local post office located at 226 Teall Ave. Syracuse, NY 13217. Packages from the USPS that do not fit in parcel lockers and packages from all other carriers (UPS, DHL FedEx, etc) are accepted and logged at the front desk as a courtesy to Residents. Packages will be held for up to 30 days after which they may be returned to sender at the discretion of the management. In the event of a delivery of packages of excessive size or quantity, we will attempt to contact the recipient by phone. If recipient is not immediately available to claim package(s) the front desk may refuse delivery. It is the resident's responsibility to make sure the office has a current phone number where they can be contacted regarding packages. Packages are only accepted for current residents. The front desk does not accept outgoing packages or mail. There is an outgoing letter slot in the mail room for resident usage. Park Point Syracuse is not responsible for lost or damaged packages or mail.
22. **QUALIIFICATION GUIDELINES** You will provide information so we may verify that you have secured full time, permanent employment with a monthly income of at least 3 (three) times the amount of rent as outlined on the first page of this lease agreement. You must have held that employment for at least one year prior to your application date. We must be able to verify that you have a satisfactory credit history and a satisfactory rental history.
Or

You will obtain a Guarantor that meets or exceeds the above stated guidelines.

Applicants and Guarantors are required to provide a valid Social Security Number. International applicants and guarantors without a Social Security Number may qualify for residency by providing a copy of their passport or other government issued photo identification and Guarantor income verification so that we may verify Guarantor's ability to pay Rent and all other charges due under the lease agreement.

By signing this lease you promise to provide the required information within 10 days of the day you sign this lease or before the lease begin date, whichever is shorter. If you fail to provide this information then the Landlord will have the option, but not the obligation to declare this lease in default and market the room (s) you have contracted as described on the front page of this agreement to others. You will be responsible for the cost to market the room (s) and liable for any loss suffered by the Landlord due to your failure to comply with this section.

23. **ROOMMATE ASSIGNMENTS.** Roommate assignments are offered as a convenience to you, and neither Owner nor Management assumes any liability for claims relating in any way to roommate assignments. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT MANAGEMENT DOES A ROUTINE RENTAL APPLICATION SCREEN, WHICH MAY NOT CONSTITUTE A FULL CRIMINAL BACKGROUND CHECK. MANAGEMENT DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS RESIDENTS (BEYOND WHAT IS CONTAINED IN THE RENTAL APPLICATION) OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS RESIDENTS. NEITHER OWNER NOR MANAGEMENT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ROOMMATES OR THEIR COMPATIBILITY WITH OTHER ROOMMMATES.

YOU VOLUNTARILY ASSUME ANY RISK IN THE ROOMMATE ASSIGNMENT PROCESS AND HEREBY WAIVE AND RELEASE OWNER AND MANAGEMENT FROM ANY AND ALL CLAIMS RELATED TO THE ROOMMATE ASSIGNMENT PROCESS AND/OR THE CONDUCT OF ANY ROOMMATES ASSIGNED TO YOUR APARTMENT. IN NO EVENT SHALL OWNER OR MANAGEMENT BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE ROOMMATE ASSIGNMENT SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR RESIDENCY WITH OTHER ROOMMATES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT OWNER AND MANAGEMENT MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU THROUGH THE ROOMMATE ASSIGNMENT SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL OR PERSONAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO YOUR ROOMMATES.

24. **SPECIAL PROVISIONS. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease:

EXHIBIT A

APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a violation of the Lease and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or property losses. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

1. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the apartment. If violation occurs this will result in fines and charges to repaint.
3. Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Community. If a violation occurs this will result in fines. Only balcony/patio furniture may be kept on balconies/patios. No one is allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on premises including balconies/patios or garage areas.
4. All light bulbs and tubes must be operational at all times during the duration of the lease term as well as the time the Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday.
5. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.
7. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
8. Locks may not be changed or added by a Resident without prior written permission of Landlord. Resident agrees that any key(s) issued will be used for access to the Premises by the Resident solely. If Resident copies a key or allows a guest to use their key(s) to access any part of the Premises, Resident may be held responsible for all charges associated with a lock change and key replacement. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock will be changed; Resident will be responsible for all costs associated for said lock change. Resident will be fined for after hour lock outs. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the lease contract on the ending date of the Lease or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
9. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other residents.
10. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor we, will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
11. You must dispose of all trash in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment or in the Apartment Community. Landlord will impose a reasonable fine for violation of this provision as well as for any littering by Resident or Resident's guests.
12. Resident must keep all utilities to the Premises active through the end of the lease term regardless if you choose to vacate the Premises before the Lease Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.

13. Pets, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the premises. The following rules shall apply to a violation of this policy:
 - a. First violation: A written warning will be issued to the Resident specifying the complaint, a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
 - b. Second violation: Landlord will declare the Resident to be in default under the Lease and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Resident will be charged a second violation charge in the amount of \$500.00 per pet.
14. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

INTERNET

Tenant acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident's guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this lease. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third party damages. Manager is not responsible for slow internet or other residents taking up significant bandwidth.

GUESTS/DELIVERIES

Resident must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed three (3) times in one month. If your guest has exceeded 3 consecutive days and/or 3 times in one month, you will receive a warning asking for your guest to be gone within a 24 hour period. If the situation is not remedied, you will be in violation of your lease which could result in default of the lease contract. If we accept packages for resident it is only as a service and we are not responsible for their packages or deliveries. If packages or deliveries have not been picked up within 30 days of delivery Landlord may return to sender.

COMMON AREAS

Use of common areas within the Apartment Community shall be governed by the rules and regulations posted in the common areas and shall be at the risk of Resident and Resident's family and guests. Resident and Residents guests must comply with all posted rules and regulations for common areas and amenities. **No guest shall be permitted at the clubhouse facilities or amenities unless the Resident is also present.** No persons under the age of fourteen (14) will be allowed in any recreational area at ANY time, unless accompanied by an adult. **Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by Resident and Resident's family and/or guests in their use and enjoyment of the common areas or other provided facilities and amenities.** Glass containers pose a serious risk of injury and are **PROHIBITED** anywhere on the Common Areas of the Apartment Community.

FIRE SAFETY/SAFETY

1. **DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.**
2. All grills (gas, charcoal, electric) and smokers are prohibited within the apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
3. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
4. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
5. The intentional sounding of any smoke alarm or any safety devices is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

6. Immediately call 911 in the event of a fire or life-threatening emergency.
7. Candles or any other burning or smoking devices are not permitted within the apartment. This includes hookahs, shishas, and all other smoking devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your apartment and the Apartment Community; smoking is prohibited in clubhouse, office areas and amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
8. Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
9. Fireworks or other combustibles are not permitted within the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
10. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
11. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the premises.
12. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have **NO DUTY OF PROTECTION FOR YOU**. If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
13. Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from manager. Multiple violations may result in double fines.
14. Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices not otherwise permitted in your lease are recognized as potential fire hazards and are prohibited from being used and/or stored in the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

RENTAL INSURANCE

You are responsible for obtaining your own property, causality and liability insurance. All property kept or stored on the premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or, judgments arising out of damages to same, including claims by your insurance carrier. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.**

1. You acknowledge that Owner/Manager have no responsibility for any damage or loss to Resident's personal property.
2. **By initialing below I understand the following:**
 - a. I understand that if I currently carry Renter's Insurance proof of my policy will be given to the Owner/Management prior to Move-in.
 - b. I understand that if I presently do not have Renter's Insurance but plan to become insured for the Apartment/Suite I am renting, proof of my policy will be given to the Owner/Management prior to Move-in.
 - c. I understand that if I do not have a Renter's Insurance policy and do not plan to obtain a policy during my lease term that the Owner/Manager shall not be liable for personal injury, damage, or loss of personal property for any cause.

I _____

VEHICLES/PARKING

1. Vehicles in use in the Apartment Community may not exceed a speed of 5 miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by management. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
4. You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
5. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move-out. Parking decal will not be accepted after keys have been turned in upon move out, items must be turned in at the same time to avoid replacement cost being charged by the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident's responsibility to pick up a new decal.

6. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
7. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner of the vehicle.
8. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
9. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or bedroom(s).
10. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:
 - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
 - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
 - c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.
 - d. The vehicle or motorcycle is parked in an apartment or apartment building.
 - e. Any other violation of the foregoing rules and regulations exist.

OTHER RULES AND REGULATIONS/PROHIBITIONS

1. **Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents. Management reserves the right at any time to fine, contact guarantors, or declare you in violation of the Lease due to excessive noise and disturbances.** The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
3. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.
4. No gathering, unless sponsored by Owner or Manager, may exceed 10 persons.
5. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
6. **Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in closets having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your lease for any of the above mentioned violations.**

SERVICE REQUESTS

We offer 24 hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call during posted Manager Office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).

MODIFICATION OF RULES AND REGULATIONS

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty days (30). You are responsible for your guest's compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

SECURITY ACKNOWLEDGMENT AND RELEASE.

BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS:

Your initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

NOTICE ACKNOWLEDGEMENT AND RELEASE

The methods that you may use to provide notices to Landlord are described in the Maintenance, Alterations and Repairs section and in the Manager/Notices section of the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site (for example, Facebook, MySpace, Cyworld, Bebo, and others) or other method of communication, whether now existing or created in the future, shall **NOT** be effective notice under the Lease. Landlord shall **NOT** be deemed to have received notice from you until you have provided notice in the manner described in the Maintenance, Alterations and Repairs section and in the Manager/Notices section of the Lease.

MEDIA AND MARKETING ACTIVITIES

You consent to our use of photographs of you taken at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, flyers, for posting on social networking sites such as Facebook and our websites and for related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images.

Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, Resident gives Landlord permission to email and text message information as it relates to the Apartment Community and Premises. You will receive email and text messaging directly from the Landlord, no spam or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.

BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.

EXHIBIT B

SAFETY GUIDELINES

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** We recommend that you consider following these guidelines, in addition to other common sense safety practices.

INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with him or her without opening the door. If the person identifies him/herself as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems, if applicable; and
 - Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT

13. Lock your doors every time you leave your apartment regardless how long you will be away.
14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate(s) where you're going and when you'll be back.
17. Don't walk alone at night.
18. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the apartment. Criminals know all hiding places.
19. Don't give entry codes or electronic gate cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation.
21. While on vacation, have your newspaper delivery stopped.
22. While on vacation, have your mail temporarily stopped by the post office.
23. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
24. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

YOUR VEHICLE

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Whenever possible, don't leave items in your car, such as change/money, CD's, wrapped packages, book bags, or purses in view.
27. Don't leave your keys in the car.
28. Carry your key ring in your hand while walking to your car—whether it is daylight or dark -- whether you are at home, school, work, or on vacation.
29. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
30. Check the backseat before getting into your car.
31. Don't stop at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because they are subject to malfunction, tampering, and human error. Landlord and Manager disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.

EXHIBIT C

ELECTRIC SUBMETERING RIDER

1. The New York State Public Service Commission has approved Landlord's petition to submeter electricity to residential tenants located at 417 Comstock Avenue.
2. Tenant acknowledges that rates and charges paid by the tenant will be based on the rates charged by National Grid. The electric company, and in no event will the total charges (including any administrative fees) exceed the rates for directly metered residential electric service. Refunds will be credited to any submetered tenant affected by the Landlord's actions that led to such refunds, provided that Landlord has contact information for such resident.
3. Tenant acknowledges that each submeter will be read and the tenant will be billed monthly for electric service. Each tenant's submetering statement will show the service dates tenant is being billed for, the present and previous meter readings, the kwh's consumed, the cost per kwh, and the cost for the energy consumed. Tenant's failure to pay the electrical charges entitles Landlord to ultimately terminate electrical service. Landlord will act pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including termination of service is commenced.
4. Under HEFPA, Tenant may request balanced billing. Balanced billing divides tenant's electric costs into twelve (12) equal monthly payments. Periodically (every 3-6 months), the tenant's account will be reviewed and balance billing adjusted as necessary. At the end of one year, tenant shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid. If tenant has paid more than its actual electricity costs, tenant will be provided with a credit on its next electric bill equal to the overpayment. If the overpayment exceeds the next submetered electric bill, any excess credits will be carried forward to subsequent months and offset against electric charges until the full credit is exhausted.
5. Tenant may designate a third party as an additional contact to receive notices of past due balances. Any third party designated by the tenant will not become responsible for payment of electric charges; all such charges will remain the responsibility of the tenant.
6. If tenant has difficulty paying the electric bill, tenant may contact the Landlord by telephone or by letter to arrange for a deferred payment agreement, whereby tenant will be able to pay the balance owed over a period of time. If tenant can show financial need, Landlord can work with tenant to determine the length of agreement and the amount of each monthly payment. If tenant's difficulty in paying electric bill is due to a health or safety hardship, tenant must prove such hardship by providing notice from third party (medical certificate from doctor, local board of health, or social service agency).
7. A tenant must present Landlord with a written complaint that includes the action or relief requested regarding any electrical problems. A resident may also request and receive one submeter test at no cost during a twelve month period when the request is made pursuant to a complaint. A resident may request more than one meter test during a twelve month period and may request that the test be witnessed by Department of Public Service staff; however, if the submeter is not out of the limits as prescribed by 16 NYCRR Part 92, the person requesting more than one annual test will bear the cost of such additional meter tests. To investigate the complaint, the Landlord may utilize third party entity to assist in the investigation of the complaint.
8. At any time, the tenant can obtain more information at the New York State Department of Public Service at <http://www.dps.ny.gov/>.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the “Lease”) EXECUTED BY ACC OP (PARK POINT SU) LLC, (“Landlord”) and _____ (“Resident”), A COPY OF WHICH LEASE IS ATTACHED HERETO.

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Modifications or amendments to the Lease or extensions, renewals, or apartment reassignment of or during the Lease Term or Renewal Terms shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, or extensions or changes to the Lease or Renewal Agreements.
2. **NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Resident's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.
3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty.
5. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

_____ Name	_____ Employer
_____ Home Address	_____ Employer Address
_____ Cell Phone	_____ Employer Telephone
_____ Home Phone	_____ SSN
_____ E-Mail Address	_____ Date
_____ Signature	



AMERICAN CAMPUS COMMUNITIES LEASING CHECKLIST

Resident(s) _____ Floor Plan _____

Move-in Date _____

Upfront Fees: (if applicable; fee descriptions may vary)

Security Deposit \$ _____ Date Paid _____ Check # _____

Administrative Fee \$ _____ Date Paid _____ Check # _____

Application Fee \$ _____ Date Paid _____ Check# _____

_____ \$ _____ Date Paid _____ Check # _____

(other)

LEASING PAPERWORK

Left Side (Initial)

_____ Interaction Log

_____ Leasing Checklist

_____ Resident Application

_____ Resident Profile

_____ Copies of Checks

_____ Copy of Photo ID
(if applicable)

_____ Background Check
Verification

Right Side (Initial)

_____ Lease Agreement

_____ Exhibit A
Apartment Community Rules and Regulations

_____ Exhibit B
Safety Guidelines

_____ Exhibit C (if applicable)

_____ Exhibit D (if applicable)

_____ Guarantor Form

_____ Move In Unit Condition Form
(File & Initial After Move -In)

LAMS CHECK-LIST (Initial)

Entered Into System

_____ Application Entered

_____ Requested Roommates Entered

_____ Lease Printed From LAMS

_____ Lease Sent Entered

_____ Lease Rec'd Entered

_____ Guarantor Rec'd Entered

Employee Processing Application _____

Community Manager's Approval _____

MRI CHECK- LIST (Initial)

Verify LAMS/MRI Transfer

_____ Verify Student Info Transfer

_____ Verify Upfront Fees Charged

_____ Filed in "Next Fall" File Cabinet

Date _____

Date _____

(Approved once all paperwork is signed/initialed & completed by resident. All items on checklist should be
initialed/complete with the exception of the Move In Unit Condition form.)

Resident Profile



For Office Use Only	
Room _____	Unit Type _____
Date Received _____	Date Assigned _____
Unit # _____	Bed # _____

PLEASE PRINT

Last Name: _____ First Name: _____

Current Local Address: _____
(STREET) (CITY) (STATE) (ZIP)

Permanent Address: _____
(STREET) (CITY) (STATE) (ZIP)

Current Phone: _____ Email: _____

Find me on Facebook! Facebook profile name: _____

Gender: Male Female Age: _____ Date of Birth: ____/____/____

Are you a smoker? Yes No If you smoke, will you only smoke outside? Yes No

Do you mind if your roommate smokes? Yes No Do you mind if your roommate smokes only outside? Yes No

Please circle the number that best corresponds to you for each of the following categories:

- | | | | | | | | | | | | | |
|------------------|-------------|---|---|---|---|---|---|---|---|---|----|--------------|
| Work Habits: | light | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | serious |
| Neatness: | messy | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | neat |
| Personality: | quiet | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | outgoing |
| Social Habits: | light | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | frequent |
| Sleeping Habits: | early riser | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | stay up late |

Enrollment status as of Fall 2015: Freshman Sophomore Junior Senior Graduate Transfer Non-Student

University/College: _____ Major: _____

What extracurricular activities are you involved in (sorority/fraternity, sports, etc.) _____

Describe your hobbies, TV habits, personality, interests, etc: _____

What characteristics do you look for in a roommate/apartment mate? _____

If you have an apartment location preference within the community, please list your choices below in order of importance from first to last.

1) _____ 2) _____ 3) _____

Roommate Requests

If you have already chosen your roommates, please indicate their name below. All roommate choices must be mutual in order to be placed together. If you do not have a full apartment group, you will be matched with roommates based off of your resident profile form. Unfortunately, roommate requests cannot be guaranteed.

- | | | |
|----------|--------------|--------------|
| 1) _____ | Phone: _____ | Email: _____ |
| 2) _____ | Phone: _____ | Email: _____ |
| 3) _____ | Phone: _____ | Email: _____ |
| 4) _____ | Phone: _____ | Email: _____ |

Roommate assignments are offered as a convenience to you, and Management assumes no liability for any claims relating in any way to roommate assignments. Management applies the same rental criteria to all applicants, but does no investigation or background check beyond standard rental application processing. Management makes no representations, guarantees or warranties of any type regarding the roommate assignment process, or any particular person who is assigned as your roommate. You voluntarily assume any risk in the roommate assignment process and hereby waive and release Management from any and all claims related to the roommate assignment process and/or the conduct of any roommates assigned to your apartment.

I understand that the information on this Resident Profile form will be used for making roommate assignments and that Management can in no way guarantee roommate compatibility. Management will not make room assignments based on Race, Color, Religion, National Origin, Disability, Gender, Familial Status or Sexual Orientation in accordance with the Fair Housing Act. I authorize for this information to be provided to potential roommates for the purpose of coordinating the roommate matching and move-in process.

Signature _____

Date _____



Rental Requirements and Qualifications

Management supports The Fair Housing Act as amended, prohibiting discrimination in housing on race, color, religion, sex, national origin, handicap, or familial status. The following qualification standards will be required from every prospective resident.

An application must be submitted by each resident, who will be occupying the rental unit. All occupants must qualify individually and successfully complete a criminal background check.

The Lease Agreement is a binding contract between you and ACC OP (Park Point SU) LLC.

In order to be approved as a resident, you must meet the below Rental Requirements and Qualifications. Furthermore, your Lease Agreement will not be executed until you qualify. If the stated items are verified as meeting our qualifications, the contract will be executed and becomes a binding contract, and you will be subject to all terms and conditions. If a denial of housing occurs the Lease Agreement will not be executed by Management and you will forfeit all nonrefundable upfront fees. You acknowledge you have full understanding that the Lease Agreement is only binding once your Rental Requirements and Qualifications have been approved. There is no stated or implied guarantee of housing until your Lease Agreement has been executed in entirety.

Criminal History:

If in the past, you have any felony criminal convictions or currently serving felony-deferred adjudication, misdemeanor criminal convictions or serving misdemeanor deferred adjudication, or a case pending for the following, you will be denied.

- Theft of property, Injury to persons, Damage to property
- Violence, Drug Violation, Sexual offenses
- Attempted felony or misdemeanor offenses related to the above violations

Roommates:

Each roommate must qualify individually regardless of the number of roommates applying for the apartment.

Deposits:

Only deposits will be refunded on denied applicants.

Guarantor Guidelines:

You will provide information so we may verify that you have secured full time, permanent employment with a monthly income of at least 3 (three) times the amount of rent as outlined on the first page of this lease agreement. You must have held that employment for at least one year prior to your application date. We must be able to verify that you have a satisfactory credit history and a satisfactory rental history.

You will obtain a Guarantor that meets or exceeds the above stated guidelines.

Applicants and Guarantors are required to provide a valid Social Security Number. International applicants and guarantors without a Social Security Number may qualify for residency by providing a copy of their passport or other government issued photo identification, and paying the final rental installment on the contract prior to move-in.

I have read and understand the Rental Requirements and Qualifications above. I agree to all terms as stated above.

Applicant Signature

Date

Applicant Name

Date

February 1st, 2016

Dear Future/Returning Residents,

Thank you for applying to Park Point Syracuse and we look forward to having you as our resident! Attached is your lease agreement for the 2016-17 school year. Your apartment will be reserved after signing and returning all completed paperwork that is attached to this email. Please be advised that your Apartment number is not listed on the lease however in the subject line of this email. A separate email will be submitted with your roommates' names and contact information.

Please follow the steps below to complete your lease agreement:

Resident:

- 1) Please review and sign page 1 under Resident
- 2) Please review and initial pages 1-17 in the bottom right corner
- 3) Sign and return the Rental Requirements and Qualifications which is required to run a background check.

Guarantor:

- 1) Please review and sign page 17 under Guarantor

You can return your completed document by mail, email or in person however if you submit by email we will need you to return the original document.

All paperwork is to be completed and returned NO LATER than February 5th. If the lease is not returned by the due date we will fill the spot with another applicant.

Please contact our office with any questions or concerns you may have. Our office number is (315)414-2400 or you can email mriscica@studenthousing.com. We are excited that you chose Park Point Syracuse as your home.

Sincerely,

Marybeth Riscica
General Manager
Park Point Syracuse
417 Comstock Avenue
Syracuse, NY 13210
Main: (315) 414-2400
Fax: (315) 414-2415
mgayne@studenthousing.com
www.parkpointsyracuse.com

LEASE AGREEMENT

BASIC TERMS:

Date: _____
Apartment Community: Park Point Syracuse
Resident: _____ ("you" or "your")
Landlord (Owner): ACC OP (Park Point SU) LLC ("us", "we" or "our")
Landlord's Address: c/o Manager, _____, Attention: General Manager
Manager: ACC OP Management LLC
Premises: A shared private bedroom ("Bedroom") accommodation in a _____ bedroom, _____ bathroom apartment ("Apartment"), within an apartment building ("Building") within the Apartment Community, as more specifically described in Paragraph 1a below.

Unit Type: _____
Lease Term: Starting Date of Lease Term: _____ Ending Date of Lease Term: _____

Rent: Base Rent: Your total Base Rent for the Lease Term is \$ _____ (you must also pay additional charges as identified in this Lease and applicable sales taxes).

Deposits and Fees: In addition to paying Base Rent, you agree to pay us the following Deposits and Fees:
Security Deposit: \$ _____ (see Paragraph ____ below)
Application Fee: \$ _____ (the Application Fee is nonrefundable for any reason)
 _____ Fee: \$ _____ (due and payable at the same time each installment of Base Rent is due and payable)
 _____ Fee: \$ _____

The Base Rent, and any additional fees or charges payable by you under this Lease are together referred to as "Rent". Base Rent and the additional fees or charges payable in installments for the Lease Term is \$ _____ is payable in _____ installments, without offset or deduction, and you agree to pay such Rent as follows:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

Guarantor: _____, who has guaranteed Resident's duties and obligations hereunder pursuant to a separate Guaranty Agreement (herein so called) executed by Guarantor. Resident's failure to provide an executed Guaranty Agreement shall not render this Lease invalid but shall be a default of this Lease (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Lease). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Lease. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this lease and all Rent and other obligations.

- Exhibits attached to this Lease:**
 Exhibit A Apartment Community Rules and Regulations
 Exhibit B Safety Guidelines
 Exhibit C _____

Additional Terms and Provisions: Additional Terms and Provisions, as well as the Exhibits, are attached as subsequent pages to this Lease. This Lease consists of this page, and the Additional Terms and Provisions and the Exhibits.

AGREEMENT:
RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

LANDLORD:	RESIDENT:
ACC OP (Park Point SU) LLC	
By: ACC OP Management LLC, agent	
By: _____	_____
	Signature

ADDITIONAL TERMS AND PROVISIONS AND EXHIBITS FOLLOW THIS PAGE

ADDITIONAL TERMS AND PROVISIONS:

1. PREMISES.

- a. Description.** The "Premises" is defined as including each of the following:
- i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;
 - ii. Together with the other residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access);
 - iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and
 - iv. Your shared use of the mail box assigned to you by Manager.

However, within 1 day after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in another Building within the Apartment Community.

In the event we approve your request to relocate to another Apartment within the Apartment Community during the specified Lease Term or at the end of your lease term, Manager will charge you (and you agree to pay) a \$250 non-refundable Transfer Fee. This fee shall be considered and treated as additional rent. Failure to pay shall be considered non-payment of Rent, and Resident shall be subject to eviction for non-payment of Rent pursuant to the New York Real Property Actions and Proceedings Law.

- b. Occupants.** Only you can live in the Premises. You may not permit another person to live in the Premises or in the Apartment. The Premises will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent but, the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the rent due and other charges due for such unoccupied bedroom. You are not allowed to use any vacant room in your apartment for any purpose whatsoever unless you are paying rent for the room. If we discover that you are using a room in your apartment that should be vacant, we have the right to charge an amount equal to 30 days rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the residents of the apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room. The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Lease.

- c. Condition on Starting Date.** An Inventory and Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing on the Inventory and Condition Form by the end of the day following the day on which you move in, you accept the Premises and the fixtures, appliances and furniture in the Apartment in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.

- d. Maintenance, Alterations and Repairs.**

- i. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). Such charges shall constitute and be considered additional rent for such period, and failure to pay shall be considered non-payment of rent, and Landlord may proceed with eviction of Resident for non-payment of rent as provided for by the lease and other applicable law. If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we send you an invoice. Any amounts owing as described herein shall be considered and treated as additional Rent and failure to pay such amounts shall subject the Resident to eviction for non-payment. You agree to leave the Premises at the end of the Lease in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

- ii. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. To the extent permitted by applicable law, you are responsible for maintaining the smoke detector and keeping it in working condition.
- iii. **Emergency Repair Notification:** Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, water overflow/intrusion/or leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will with reasonable diligence complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.

Non-Emergency Repair Notification: You must notify us promptly in writing at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Additionally, you are required to notify us in writing promptly of: electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the premises in good working order or prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

- iv. We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
- v. Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of Manager. We urge you to obtain your own insurance for losses due to such causes.

e. Mold Provisions and Pest Control

- i. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Please note: It is Manager's goal to maintain a quality living environment for its residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why the following contains important information for you, and responsibilities for both Manager and Resident.

- ii. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, Resident must do the following:
 - a. *Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and (3) hang up your towels and bath mats so they will completely dry out.*
 - b. *Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow property rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of Resident's dwelling dry out.*
 - c. *Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Lease to repair or remedy the situation, as necessary.*
- iii. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or

that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

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

- iv. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify Manager in writing.

- v. COMPLIANCE. Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact Manager.
- vi. If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager can't fix problems in your dwelling unless it knows about them.
- vii. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
- viii. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.
- Resident agrees to keep the premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the apartment.
 - Resident agrees to cooperate with Manager with timely access to the resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
 - Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
 - Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by landlord.
 - Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence.
- f. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell or dispose of such property without our being liable to you.

2. **LEASE TERM.** This Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the term or reduce or limit your liability), but you may not occupy your Premises until this Lease and other required documents have been fully signed by all parties.

If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with 30-days advance written notice of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering to us written notice is not sufficient. Even if you give proper notice you are not released from liability under this Lease and we can withhold your Security Deposit unless all payments through the Ending Date have been made.

If you move out before the Ending Date, your Rent for the remainder of the Lease Term is still payable by you to us as you have violated the Lease. Returning your keys to the Landlord, and Landlord's acceptance of the keys, shall not constitute an acceptance of your surrender of the Premises. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. The new applicant must be approved by the Manager and if the new applicant is of a different gender than the others in the apartment all occupants and guarantors must approve in writing of coed living arrangements. Your obligations will be terminated under this lease contract once the new applicant has been approved, moved in and paid the first month's rent. Should your request to transfer your rights under this Lease be approved, you also have to pay us a reletting charge equal to one month's rent, which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The Reletting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us. If Resident relets their lease, it is required to give Management a minimum of 5 business days prior to the incoming tenant's lease start date to make the premises available. The current lease holder is responsible for rent and utilities until the new Resident has been approved, moved in, and paid the first month's rent.

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will owe us an extra fee in the amount of \$75.00 for any portion of each subsequent 24 hour period that you occupy the Premises beyond your Ending Date (such sum is payable daily in advance), plus all of our damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover. You acknowledge that no notice or demand to vacate need be served upon you prior to charging the extra fee or starting an eviction proceeding for occupying the Premises beyond your Ending Date.

3. **RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time installments of Base Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All checks should be made payable to Landlord. The Rent is payable at the Manager's office at the Manager's Address (or at such other place as we may notify you in writing). Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages. At our option, we can require that Rent, fees, or charges payable to us be paid in either certified or cashier's check, money order or personal check. In addition if two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order. Cash will not be accepted.

- a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by Manager on or after the fourth (4th) day of the month, and Manager will charge you (and you agree to pay) an initial late charge of \$50.00. You also agree to pay a \$50.00 charge for each returned check (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
- b. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.
- c. While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance. In addition, Landlord's acceptance of any check marked "final payment" or "paid in full" does not absolve Resident of any outstanding balance.
- d. You are liable for all costs or charges associated with our having to provide special services to you or at your request and for all fees or fines as described in the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Lease as Exhibit A. Such amounts shall be considered additional Rent. Failure to pay the amounts identified herein shall be considered non-payment of Rent and Resident is subject to eviction for non-payment of Rent. Additional policies, regulations and fines may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook. Resident agrees to review this document and acknowledge receipt as applicable.
- e. Tenant is responsible for any cost incurred by the Landlord in effort to collect delinquent balances due to Tenants failure to pay, including attorney's fees and collection agency fees.
- f. Resident understands and agree that any fees, charges, and/or penalties including, but not limited to: utility charges/fees, late fees, fees for checks returned for insufficient funds, transfer fees, lost key fees and attorney fees incurred by Landlord in otherwise enforcing this agreement shall be considered additional Rent. Failure to pay the amounts described herein shall be considered non-payment of rent and Resident is subject to eviction for non-payment of Rent.

4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security

for all of your obligations under this Lease. The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with the Manager, within 3 days after written demand by Manager, the funds necessary to restore the Security Deposit to its full amount. Such amount shall be considered additional Rent. Failure to pay such amount shall be considered non-payment of Rent, and Resident is subject to eviction for non-payment of Rent. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit for any of your unpaid obligations. You agree that we have 30 days (excluding weekends and legal holidays) after the later of (a) expiration or termination of this Lease, (b) surrender and acceptance of the Premises and (c) written demand by you, to return any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. If we sell the Apartment Community and your Security Deposit is transferred to the new owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new owner for return of the Security Deposit. Your security deposit will be kept by the owner in an interest-bearing account in a New York State bank. The name and address of the bank where your deposit will be held is: Bank of America, 720 University Avenue, Syracuse, NY 13210.

5. **UTILITIES.** We agree to furnish electricity up to a cap of \$40.00 per person per month, water, sewer, trash removal from designated collection points, gas, basic cable television, and Internet service for the Apartment. If it is necessary for us to pay any costs or repairs due to your failure to pay; failure to activate any utility under your name; or if you disconnect any utility before the lease end date; then you will reimburse us for such amount plus \$50.00 (for administrative costs) and the total amount is payable by you to us as additional Rent. You are responsible to pay for all utilities during the lease term even if you move out prior to the ending date. At Landlord's option, and only to the extent permitted under applicable laws, Tenant may be pre-billed for the estimated amount of charges above the applicable utility conservation cap for the last 60 days of the Lease term, to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. The entire utility costs above the cap amount will be apportioned by occupants of the unit. We are not responsible for any discomfort, inconvenience or damage of any kind caused by interruption or failure of these services. You must separately pay and provide required deposits for all other utilities, town services, town fees, electricity, charges for local and long distance phone service, additional or private lines, information, and 911 calls. We are not responsible/liable for your use of the Internet. All utilities may be used only for normal household purposes and must not be wasted, and, within one business day after you move in, utilities payable by you must be placed in your name or the name of one or more of the residents of the Apartment for the full Lease Term. If at anytime we use an outside vendor to provide utility billing services, we have the right to charge you up to \$30 per year for such services, and such amount will be payable by you to us as additional Rent. The electrical service provider will separately meter the Apartment for electricity and you and the other residents of the Apartment will be billed and required to pay those utilities directly to the appropriate utility company during the Lease Term. Basic cable television and high speed internet are provided free of charge for use by the residents. However, we are not responsible for any damages caused due to any failure of this service whatsoever. We are not obligated in any way to issue compensation of any kind to residents in the event that the system fails. We reserve the right to make any changes in the operating system or service provider at our sole discretion. In the event we elect to change service providers, we will notify you of their contact information and the above-stated will still apply. If you would like additional services offered by the cable provider, then you may order such services by contacting them directly. Any additional services ordered by you will be at your expense.

6. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

YOU HEREBY INDEMNIFY LANDLORD AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

If Resident files suit against us and a judgment is found in our favor, the Resident will pay all legal fees we incurred in defense of the suit. Resident also waives his/her right to a jury trial.

7. **DEFAULT AND REMEDIES.** You are in violation of this Lease if:
- You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
 - You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, any apartment or amenity rules, or fire, health or criminal laws, codes, or regulations, regardless of whether arrest or conviction

occurs;

- c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid when they become due or are disconnected or shut-off;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for 5 consecutive days while unpaid Rent is due and payable);
- e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the lease document was tampered with or modified in any way without consent of Landlord;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law or, if you or your guests is a minor, possession of alcohol; whether or not a conviction occurs.
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- h. You create a nuisance or disturbance within the Apartment or the Apartment Community; or
- i. You fail to pay any fine within 10 days after it is levied in accordance with this Lease or the Rules and Regulations.

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

- a. Collect any fine imposed by the Rules and Regulations;
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction or a proceeding under New York Real Property Actions and Proceedings Law, without terminating the Lease or your monetary obligations for the Premises by giving you written notice providing 48 hours for you to vacate the Premises;
- d. Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense we incur to relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction or a proceeding under New York Real Property Actions and Proceedings Law, by giving you written notice and providing 24 hours for you to leave; and/or
- f. Report all violations to credit reporting agencies.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit or a proceeding under New York Real Property Actions and Proceedings Law, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or a proceeding under New York Real Property Actions and Proceedings Law or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action or proceeding against you because of your violation of this Lease, we can recover all costs and fees involved, including but not limited to reasonable attorneys' fees, court costs, and process server fees as part of any judgment. Tenant hereby waives all rights of redemption which may be granted under New York Law.

- 8. **LANDLORD'S RIGHT TO ENTER.** In the event of an emergency, if any resident of the Apartment has placed a work order with Manager, or if it is otherwise impractical to provide any required notice, both we and the Manager, and our respective agents, employees, repairers, services and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). With one (1) day prior notice to you, we and/or the Manager can also enter the Premises to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents or to perform maintenance or pest control.
- 9. **FIRE OR OTHER CASUALTY.** If in our judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction we may provide temporary housing within the Premises or within a reasonable distance of the Premises and you will have no right to withhold or offset any part of your Rent. During such reconstruction, if we do not provide temporary housing, we will make a reasonable reduction of Rent for the unusable portion of the Premises unless you or

your guest is the cause of the fire or other casualty.

10. **SUBORDINATION.** The lien and/or mortgage of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a tenant under this Lease. Therefore, if we violate the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
11. **RULES AND REGULATIONS.** You and your guests must comply with all written rules and policies which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These rules and policies are considered to be a part of this Lease and we can revise, change, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice for 30 days on a bulletin board or other area that we designate for notices to residents or by written notice to you.
12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new owner of the Apartment Community a copy of this Lease and all personal, financial, and other information concerning you, your guests, Guarantor(s), or any other individuals that has been obtained or generated in connection therewith.
13. **RESIDENT INFORMATION; CREDIT REPORT.** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it. You hereby agree that we are authorized to perform any credit checks and obtain any credit reports concerning you that we desire.
14. **LIABILITY OF RESIDENTS.** Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease. Except as otherwise set forth in the Lease you are not liable for any of your fellow resident's obligations as to their bedroom or their rent payable to us. Your bedroom has been assigned to you by the Landlord. If you fail to move into the correct bedroom, or elect to switch rooms with a roommate, you are still responsible for the room that you were assigned to. We will not rearrange room assignments. Any damages to the room that you were assigned to are entirely your responsibility. Residents are responsible for any damage/violations caused by their guests.
15. **LIABILITY OF LANDLORD.** If we violate this Lease, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us 30 days to cure it.
16. **SAFETY. WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE.** None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that Manager and we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. Manager and we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the premises are not a security building and that you do not hold Manager or us to a higher degree of care. **YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY.**
17. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. All Lease obligations are to be performed in the county where the Apartment Community is located. Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.
18. **MANAGER/NOTICES.** Any and all notices, including but not limited to notice of termination, notice to pay rent or quit, notice to cure, and/or notice of default from Landlord may be delivered in writing from the Landlord, its Manager, Landlord/Manager's attorney(s), or other duly authorized employee, agent, or designee, by regular mail.

Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: ACC OP Management LLC, c/o American Campus Communities, 12700 Hill Country Blvd, Suite T-200, Austin, TX 78738, Attention: Senior Vice President of Management Services. Unless this Lease or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing may be given electronically and/or via text message, subject to our rules.
19. **INVALIDITY OF A PROVISION.** If any provision or provisions of this Lease Agreement, in whole or in part, is declared by a court of competent jurisdiction to be invalid, the remainder of this Lease Agreement shall be valid and enforceable as far as practicable.

20. **MODEL DISCLAIMER.** The model apartment unit (located at the leasing office or within the Apartment Community), including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture and window treatments, shown to Resident is intended to be representative of the general quality, quantity and type of construction and materials which Owner intends to use in the apartment unit to be leased to Resident. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows and window treatments of these items in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and layout. Resident acknowledges that the actual apartment to be leased will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths leased by resident.
21. **MAIL AND PACKAGES.** Mail and small packages from the US postal service (USPS) are delivered to resident mail boxes or parcel lockers in the mail room. We do not enter these boxes to retrieve or forward any mail within them. If you wish to have mail forwarded you must contact the local post office located at 226 Teall Ave. Syracuse, NY 13217. Packages from the USPS that do not fit in parcel lockers and packages from all other carriers (UPS, DHL FedEx, etc) are accepted and logged at the front desk as a courtesy to Residents. Packages will be held for up to 30 days after which they may be returned to sender at the discretion of the management. In the event of a delivery of packages of excessive size or quantity, we will attempt to contact the recipient by phone. If recipient is not immediately available to claim package(s) the front desk may refuse delivery. It is the resident's responsibility to make sure the office has a current phone number where they can be contacted regarding packages. Packages are only accepted for current residents. The front desk does not accept outgoing packages or mail. There is an outgoing letter slot in the mail room for resident usage. Park Point Syracuse is not responsible for lost or damaged packages or mail.
22. **QUALIFICATION GUIDELINES** You will provide information so we may verify that you have secured full time, permanent employment with a monthly income of at least 3 (three) times the amount of rent as outlined on the first page of this lease agreement. You must have held that employment for at least one year prior to your application date. We must be able to verify that you have a satisfactory credit history and a satisfactory rental history.
Or

You will obtain a Guarantor that meets or exceeds the above stated guidelines.

Applicants and Guarantors are required to provide a valid Social Security Number. International applicants and guarantors without a Social Security Number may qualify for residency by providing a copy of their passport or other government issued photo identification and Guarantor income verification so that we may verify Guarantor's ability to pay Rent and all other charges due under the lease agreement.

By signing this lease you promise to provide the required information within 10 days of the day you sign this lease or before the lease begin date, whichever is shorter. If you fail to provide this information then the Landlord will have the option, but not the obligation to declare this lease in default and market the room (s) you have contracted as described on the front page of this agreement to others. You will be responsible for the cost to market the room (s) and liable for any loss suffered by the Landlord due to your failure to comply with this section.

23. **TANNING FACILITIES REGULATIONS & WARNINGS**

The FDA has classified all tanning beds and sun lamps as higher-risk, class II devices.

This is an important legal document and explains some of the risks you are assuming by voluntarily using a tanning device. You must read and understand this document completely. Use of the tanning device by you is subject to the following:

- IF YOU DO NOT TAN IN THE SUN, YOU ARE UNLIKELY TO TAN FROM USE OF THIS DEVICE.
- You must be 18 years of age, or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- Follow the manufacturer's instructions for the use of this device.
- You must wear protective eyewear. Your failure to use eye protection made for indoor tanning may result in severe burns or permanent damage to the eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) can result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) can result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills.
- If you are taking a prescription or over-the-counter drugs, you should consult a physician before using a tanning device. Medications or cosmetics may increase your sensitivity to ultraviolet radiation from sunlamps.
- If you are pregnant, you should consult a physician before using a tanning device. Pregnant woman or women using oral contraceptives who use this product may develop discolored skin.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You may not use a tanning device more than once every 24 hours.
- We recommend that you do not sunbathe before or after exposure to ultraviolet radiation from sunlamps.
- You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning.

I agree that I will comply with all instructions on the use of the tanning device. We, and our employees and agents, are not liable for any injury to person or property caused in any way by the use of our services or premises. Also they are not liable for the loss or theft of any personal property. Each person is responsible for safeguarding his or her own property.

WAIVER AND COVENANT NOT TO SUE

I have volunteered to use the tanning facilities at the Property. In consideration of the Property's agreement to permit you to use its equipment, I do here and forever release, discharge, and hereby hold harmless the owner of the Property, the manager of the Property and all their respective affiliates, officers, directors, employees, agents, representatives, contractors, shareholders, members, partners and assigns from any and all claims, demands, damages, rights of action or cause of action, present or future, arising out of or connected with my use of the tanning facilities, including but not limited to any injury or damage resulting there from.

ASSUMPTION OF RISK

I recognize that there could be dangers inherent in tanning for some individuals. I acknowledge that the possibility of certain unusual physical changes during tanning does exist. I understand the risks in connection with my use of tanning devices and am using tanning devices at my own risk. Prior to participation in tanning, it is advised that a full examination be given by my physician.

ACKNOWLEDGMENT AND AGREEMENT

I acknowledge and agree that I assume the risks associated with my use of the tanning facilities. I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from the use of the tanning device. I understand that results are individual and may vary. I understand that I will not be allowed to exceed the maximum allowable time posted on the tanning device. I have been given adequate instructions for the proper use of the tanning equipment, understand the risks involved, and use it at my own risk. I acknowledge that I have read and that I understand the foregoing.

- 24. **ROOMMATE ASSIGNMENTS.** Roommate assignments are offered as a convenience to you, and neither Owner nor Management assumes any liability for claims relating in any way to roommate assignments. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT MANAGEMENT DOES A ROUTINE RENTAL APPLICATION SCREEN, WHICH MAY NOT CONSTITUTE A FULL CRIMINAL BACKGROUND CHECK. MANAGEMENT DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS RESIDENTS (BEYOND WHAT IS CONTAINED IN THE RENTAL APPLICATION) OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS RESIDENTS. NEITHER OWNER NOR MANAGEMENT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ROOMMATES OR THEIR COMPATIBILITY WITH OTHER ROOMMATES.

YOU VOLUNTARILY ASSUME ANY RISK IN THE ROOMMATE ASSIGNMENT PROCESS AND HEREBY WAIVE AND RELEASE OWNER AND MANAGEMENT FROM ANY AND ALL CLAIMS RELATED TO THE ROOMMATE ASSIGNMENT PROCESS AND/OR THE CONDUCT OF ANY ROOMMATES ASSIGNED TO YOUR APARTMENT. IN NO EVENT SHALL OWNER OR MANAGEMENT BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE ROOMMATE ASSIGNMENT SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR RESIDENCY WITH OTHER ROOMMATES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT OWNER AND MANAGEMENT MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU THROUGH THE ROOMMATE ASSIGNMENT SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL OR PERSONAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO YOUR ROOMMATES.

- 25. **SPECIAL PROVISIONS. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease:

EXHIBIT A

APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a violation of the Lease and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or property losses. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

1. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the apartment. If violation occurs this will result in fines and charges to repaint.
3. Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Community. If a violation occurs this will result in fines. Only balcony/patio furniture may be kept on balconies/patios. No one is allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on premises including balconies/patios or garage areas.
4. All light bulbs and tubes must be operational at all times during the duration of the lease term as well as the time the Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday.
5. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.
7. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
8. Locks may not be changed or added by a Resident without prior written permission of Landlord. Resident agrees that any key(s) issued will be used for access to the Premises by the Resident solely. If Resident copies a key or allows a guest to use their key(s) to access any part of the Premises, Resident may be held responsible for all charges associated with a lock change and key replacement. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock will be changed; Resident will be responsible for all costs associated for said lock change. Resident will be fined for after hour lock outs. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the lease contract on the ending date of the Lease or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
9. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other residents.
10. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor we, will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
11. You must dispose of all trash in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment or in the Apartment Community. Landlord will impose a reasonable fine for violation of this provision as well as for any littering by Resident or Resident's guests.

12. Resident must keep all utilities to the Premises active through the end of the lease term regardless if you choose to vacate the Premises before the Lease Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
13. Pets, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the premises. The following rules shall apply to a violation of this policy:
 - a. First violation: A written warning will be issued to the Resident specifying the complaint, a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
 - b. Second violation: Landlord will declare the Resident to be in default under the Lease and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Resident will be charged a second violation charge in the amount of \$500.00 per pet.
14. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

INTERNET

Tenant acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident's guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this lease. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third party damages. Manager is not responsible for slow internet or other residents taking up significant bandwidth.

GUESTS/DELIVERIES

Resident must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed three (3) times in one month. If your guest has exceeded 3 consecutive days and/or 3 times in one month, you will receive a warning asking for your guest to be gone within a 24 hour period. If the situation is not remedied, you will be in violation of your lease which could result in default of the lease contract. If we accept packages for resident it is only as a service and we are not responsible for their packages or deliveries. If packages or deliveries have not been picked up within 30 days of delivery Landlord may return to sender.

COMMON AREAS

Use of common areas within the Apartment Community shall be governed by the rules and regulations posted in the common areas and shall be at the risk of Resident and Resident's family and guests. Resident and Residents guests must comply with all posted rules and regulations for common areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless the Resident is also present. No persons under the age of fourteen (14) will be allowed in any recreational area at ANY time, unless accompanied by an adult. Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by Resident and Resident's family and/or guests in their use and enjoyment of the common areas or other provided facilities and amenities. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.

FIRE SAFETY/SAFETY

1. DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.
2. All grills (gas, charcoal, electric) and smokers are prohibited within the apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

3. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
4. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
5. The intentional sounding of any smoke alarm or any safety devices is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
6. Immediately call 911 in the event of a fire or life-threatening emergency.
7. Candles or any other burning or smoking devices are not permitted within the apartment. This includes hookahs, shishas, and all other smoking devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your apartment and the Apartment Community; smoking is prohibited in clubhouse, office areas and amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
8. Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
9. Fireworks or other combustibles are not permitted within the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
10. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
11. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the premises.
12. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have **NO DUTY OF PROTECTION FOR YOU.** If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
13. Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from manager. Multiple violations may result in double fines.

RENTAL INSURANCE

You are responsible for obtaining your own property, causality and liability insurance. All property kept or stored on the premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or judgments arising out of damages to same, including claims by your insurance carrier. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.**

1. You acknowledge that Owner/Manager have no responsibility for any damage or loss to Resident's personal property.
2. By Initialing below I understand the following:
 - a. I understand that if I currently carry Renter's Insurance proof of my policy will be given to the Owner/Management prior to Move-In.
 - b. I understand that if I presently do not have Renter's Insurance but plan to become insured for the Apartment/Suite I am renting, proof of my policy will be given to the Owner/Management prior to Move-In.
 - c. I understand that if I do not have a Renter's Insurance policy and do not plan to obtain a policy during my lease term that the Owner/Manager shall not be liable for personal injury, damage, or loss of personal property for any cause.

I _____

VEHICLES/PARKING

1. Vehicles in use in the Apartment Community may not exceed a speed of 5 miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by management. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
4. You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.

5. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move-out. Parking decal will not be accepted after keys have been turned in upon move out, items must be turned in at the same time to avoid replacement cost being charged by the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident's responsibility to pick up a new decal.
6. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
7. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner of the vehicle.
8. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
9. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia, blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or bedroom(s).
10. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:
 - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
 - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
 - c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.
 - d. The vehicle or motorcycle is parked in an apartment or apartment building.
 - e. Any other violation of the foregoing rules and regulations exist.

OTHER RULES AND REGULATIONS/PROHIBITIONS

1. Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents. Management reserves the right at any time to fine, contact guarantors, or declare you in violation of the Lease due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
3. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.
4. No gathering, unless sponsored by Owner or Manager, may exceed 10 persons.
5. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
6. Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in closets having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment

Community. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your lease for any of the above mentioned violations.

SERVICE REQUESTS

We offer 24 hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call during posted Manager Office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).

MODIFICATION OF RULES AND REGULATIONS

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty days (30). You are responsible for your guest's compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

SECURITY ACKNOWLEDGMENT AND RELEASE.

BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS:

Your Initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

NOTICE ACKNOWLEDGEMENT AND RELEASE

The methods that you may use to provide notices to Landlord are described in the Maintenance, Alterations and Repairs section and in the Manager/Notices section of the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site (for example, Facebook, MySpace, Cyworld, Bebo, and others) or other method of communication, whether now existing or created in the future, shall **NOT** be effective notice under the Lease. Landlord shall **NOT** be deemed to have received notice from you until you have provided notice in the manner described in the Maintenance, Alterations and Repairs section and in the Manager/Notices section of the Lease.

MEDIA AND MARKETING ACTIVITIES

You consent to our use of photographs of you taken at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, flyers, for posting on social networking sites such as Facebook and our websites and for related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images.

Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, Resident gives Landlord permission to email and text message information as it relates to the Apartment Community and Premises. You will receive email and text messaging directly from the Landlord, no spam or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.

BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.

EXHIBIT B
SAFETY GUIDELINES

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** We recommend that you consider following these guidelines, in addition to other common sense safety practices.

INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with him or her without opening the door. If the person identifies him/herself as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems, if applicable; and
 - Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT

13. Lock your doors every time you leave your apartment regardless how long you will be away.
14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate(s) where you're going and when you'll be back.
17. Don't walk alone at night.
18. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the apartment. Criminals know all hiding places.
19. Don't give entry codes or electronic gate cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation.
21. While on vacation, have your newspaper delivery stopped.
22. While on vacation, have your mail temporarily stopped by the post office.
23. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
24. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

YOUR VEHICLE

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Whenever possible, don't leave items in your car, such as change/money, CD's, wrapped packages, book bags, or purses in view.
27. Don't leave your keys in the car.
28. Carry your key ring in your hand while walking to your car—whether it is daylight or dark — whether you are at home, school, work, or on vacation.
29. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
30. Check the backseat before getting into your car.
31. Don't stop at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because they are subject to malfunction, tampering, and human error. Landlord and Manager disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the "Lease") EXECUTED BY ACC OP (PARK POINT SUJ) LLC, ("Landlord") and _____ ("Resident"), A COPY OF WHICH LEASE IS ATTACHED HERETO.

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Modifications or amendments to the Lease or extensions, renewals, or apartment reassignment of or during the Lease Term or Renewal Terms shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, or extensions or changes to the Lease or Renewal Agreements.
2. **NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Resident's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.
3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty.
5. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

Name

Employer

Home Address

Employer Address

Cell Phone

Home Phone

Employer Telephone

E-Mail Address

SSN

Signature

Date

PARK POINT

SYRACUSE

Resident Move In

Welcome to Park Point Syracuse! We would like to confirm some information about you as well as remind you of some of our policies. Please read carefully and initial where you see the → symbol.

<p>Your Information Please initial here if the information to the right is correct.</p> <p>→ _____</p>	<p>Please print your name, telephone number, and email below</p>
<p>Unit Condition Form Initial Here</p> <p>→ _____</p>	<p>Name: _____</p> <p>Telephone: _____</p> <p>Email: _____</p> <p>I have received a Unit Condition Form (UCF) that I will fill out and return to the office within 24 hours. If I do not return the UCF I will be personally responsible for all damages in my unit upon checkout regardless of if they existed previously.</p>
<p>Renters Insurance/ Liability Initial Here</p> <p>→ _____</p>	<p>I understand that Park Point Syracuse is not responsible for, and does not insure my personal property. It is my responsibility to check and see if I am covered under my parent's homeowners policy, and to purchase renters insurance as necessary. I also understand that the Park Point Syracuse does not guarantee my personal safety, nor does Park Point Syracuse make any guarantees to that effect.</p>
<p>Policies/ Resident Handbook Initial Here</p> <p>→ _____</p>	<p>I have read, understand, and agree to all of the terms on my Lease Agreement. I understand that a copy of my Lease Agreement is available upon request.</p> <p>I acknowledge that I have received a Resident Handbook, will read this Handbook, and will follow the policies outlined.</p>
<p>Payments and Late Fees Initial Here</p> <p>→ _____</p>	<p>I understand that my payments must be received by the Management Office on or before the due dates outlined in my Lease Agreement. I also understand that failure to make payments by the 3rd of the month at 5PM will result in a Late Fee of \$50.</p>
<p>Vacancies Initial Here</p> <p>→ _____</p>	<p>I understand that if there is a vacant bedroom in my unit this bedroom may be filled at any time. I understand that while Park Point Syracuse strives to give 24 hour notice of new move ins this is not always possible.</p>
<p>Pets Initial Here</p> <p>→ _____</p>	<p>I understand that pets/animals are not permitted on the property for any length of time. Having a pet on the property will result in a fine of \$250. A repeat violation can result in my eviction. I understand that this includes pets of family members and visitors. This policy does not include authorized service animals.</p>
<p>Smoking Initial Here</p> <p>→ _____</p>	<p>I acknowledge that Park Point Syracuse is a NON-SMOKING facility in and on the grounds. I understand that I will be responsible for a \$100.00 fine per instance for smoking in our apartment. I understand that we are responsible for the actions of our guests and will be charged the \$100.00 fine should a guest smoke within the apartment. I acknowledge that repeat offenses, will result in eviction.</p>
<p>Parking Initial Here</p> <p>→ _____</p>	<p>I understand that it is my responsibility to contact the Syracuse University Parking Services to reserve my parking space. I understand that my agreement for parking is with Syracuse University Parking Services and not Park Point Syracuse.</p> <p>You must pick up your parking pass from the Parking Services office on Skytop Road on South Campus. Please provide us with your vehicle information below for our records.</p>

<p>Lease Termination/ Re-Let Policy Reminder Initial Here</p> <p>→ _____</p>	<p>If you move out before the End Date, your Rent for the remainder of the Lease Term is still payable by you to us. A buy-out clause or cancellation fee is not applicable. You may be able to re-lease your rights under this Lease for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. The new applicant must be approved by the Manager and if the new applicant is of a different gender than the others in the apartment all occupants and guarantors must approve in writing of coed living arrangements. Your obligations will be terminated under this lease contract once the new applicant has been approved, moved in and paid the first installment. Should your request to transfer your rights under this Lease be approved, you also have to pay us a re-letting charge equal to one month's rent, which charge will serve to partially defray our costs in making the Premises available for re-letting and for re-letting the Premises. The Re-letting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us.</p>
<p>Mail/Packages Initial Here</p> <p>→ _____</p>	<p>I have been made aware of my mailing address, and understand that mail that does not have my name or correct address on it will be returned to the sender.</p> <p>I understand that packages delivered to me by USPS, Fedex, UPS, DHL, etc. will be received and stored in the management office and I will be notified by text message and/or email when a package is received. I understand I am able to pick up packages only during office hours.</p> <p>Any package not picked up within 48 hours will be returned.</p> <p>We do not accept packages on Saturdays therefore you will want to set up other arrangements if a Saturday delivery is needed.</p>
<p>Trash Removal Initial Here</p> <p>→ _____</p>	<p>I understand that trash dumpsters are provided throughout the property and agree to use them for the disposal of all of my trash. I agree to place my trash in an alternate dumpster if the one closest to me is full. I understand that failure to follow this policy will result in a fine of \$25 per item, and further sanctions for repeat violations.</p>
<p>Lockout Policy Initial Here</p> <p>→ _____</p>	<p>I understand that Apartment Lockout service is available to me 24 hours a day, 7 days a week, by contacting the main office telephone number or CA On Call. I understand that Lockout Services performed after office hours will result in a charge of \$25 per service (free for the first lock out) billed on the account and due with your next month rental installment to avoid any additional fees.</p>
<p>Room Changes Initial Here</p> <p>→ _____</p>	<p>I understand that there is a freeze on unit transfers/changes from August 20th, 2016 through September 20th, 2016 No requests for unit changes will be made by management until this time, though management reserves the right to impose unit changes during this period per the lease.</p>

Key Receipt

Unit/ Bed space	_____ A B C D
Keys Received (initial)	_____ Unit front door/ Bedroom door _____ Mailbox _____ Access Fob _____ Shuttle Pass
Signature	
Notice – Please Read	<p>By initialing and signing above, I am confirming that I have received the listed keys. I understand that these keys are my responsibility. I will not allow anyone else to use these keys. I will not make copies of these keys. Failure to follow these policies may result in eviction. I understand that if I am locked out of my unit and need to be let in after office hours, I will be charged a service fee of \$25 payable on the first of the month following the service.</p> <p>I understand that loss or failure to return these keys at the time of the expiration of my lease will result in the following charges: \$20 per mailbox key, \$20 per access fob, and \$200.00 per unit key and that loss during my lease will require a full lock change and applicable charge of \$240.00.</p>

Avoidable Fire Alarm

In order to ensure that all fire and safety regulations are being maintained and to prevent false fire alarms, Park Point Syracuse has established the following policy.

Any false fire alarms that are deemed to be avoidable by the City of Syracuse will be subject to a \$200 charge. Park Point Syracuse will apply the \$200.00 avoidable fire alarm charges for each offense to the offending resident(s) account(s).

Please understand that avoidable alarms are an extremely serious matter which results in an immediate response from fire and police authorities. These services then face a hindered response to other critical matters. Please be aware of yourselves, your guests, and your surroundings as you and your roommates will be held responsible for your/ their actions as outlined in your lease agreement.

STATEMENT OF ACKNOWLEDGEMENT

I fully understand the severity of an avoidable fire alarm and therefore agree that a \$200.00 charge be assessed to my account should the City of Syracuse deem the fire alarm avoidable.

Resident's Signature _____ Date _____

Print name of Resident _____

APPLICATION

PARK  POINT

1. Please submit your application with a \$75 non-refundable application fee.

All accommodation types require payment of a non-refundable \$200 service fee, as well as your last month's rent at the time of lease signing.

2. Accommodations are limited and will be leased on a first-come, first-served basis. The acceptance of this application does not ensure an accommodation. An accommodation is reserved only upon execution of the lease agreement by all parties. Rates, fees and utilities included are subject to change.

3. For information or assistance in completing this application, please call (315) 414-2400.

Applicant Information

Name: _____
(FIRST) (MIDDLE) (LAST)

Local Phone: (_____) _____ Mobile Phone: (_____) _____

Current Local Address: _____
(STREET) (CITY) (STATE) (ZIP)

Permanent Address: _____
(STREET) (CITY) (STATE) (ZIP)

Please provide the information for one of the items below and check the corresponding choice:

Driver's License Passport State ID Number: _____ State: _____

Social Security No: _____ - _____ - _____ E-mail: _____

Date of Birth: ____ / ____ / ____ Male Female
MM DD YY

Are you a student? Yes No If yes, what school: _____

Fall 2015 Standing: Freshman Sophomore Junior Senior Graduate

Major: _____

Have you ever been convicted of a felony? Yes No Reason: _____

Have you ever been evicted from any residence? Yes No Reason: _____

Have you ever filed bankruptcy? Yes No If yes, when: _____

Special request(s) _____

Guarantor Information

Name: _____
(FIRST) (MIDDLE) (LAST)

Home Telephone: (_____) _____ Work Telephone: (_____) _____

Date of Birth: ____ / ____ / ____ Male Female
MM DD YY

Guarantor Address: _____
(STREET) (CITY) (STATE) (ZIP)

Social Security No: _____ - _____ - _____ E-mail: _____

Have you ever filed bankruptcy? Yes No If yes, when: _____

Emergency contact other than guarantor: _____

Home Telephone: (_____) _____ Work Telephone: (_____) _____

APPLICATION



Floor Plan Selection

Please numerically list your choices in order of preference. Spaces are leased on a first-come, first-served basis.

- 2 bedroom, 1 bathroom A
Private bedroom, shared bathroom
- 2 bedroom, 1 bathroom B
Private bedroom, shared bathroom
- 4 bedroom, 2 bathroom
Private bedroom, shared bathroom

Roommate Request

If you have already chosen your roommate(s), please indicate their name below. All roommate choices must be mutual in order to be placed together. If you do not have a full apartment group, you will be matched with roommates based on your resident profile form. Unfortunately, roommate requests cannot be guaranteed.

- 1) _____ Phone: _____ Email: _____
- 2) _____ Phone: _____ Email: _____
- 3) _____ Phone: _____ Email: _____

If you fail to answer any question, or if you have given false information: (1) we are entitled to reject this application; (2) we will retain all processing fees and deposits as liquidated damages for time spent and expenses; (3) we will terminate any right to lease the bedroom; and (4) if you have signed a lease, it will be a violation of the lease.

By my signature I attest that the information contained herein is correct. The management is authorized to verify my credit history, and all other submitted information for the purpose of evaluating this lease application.

This application will be approved upon satisfactory criminal background check.

Applicant Signature: _____ Date: _____

Rates & Plans

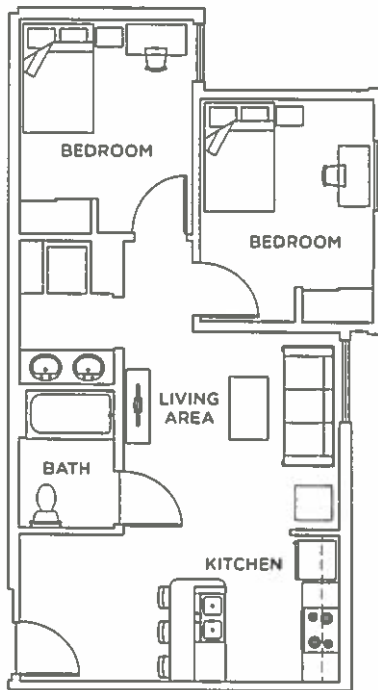


UTILITIES INCLUDED:

- Electricity (up to \$40 cap)
- Internet
- Cable television
- Water, sewer, gas & trash

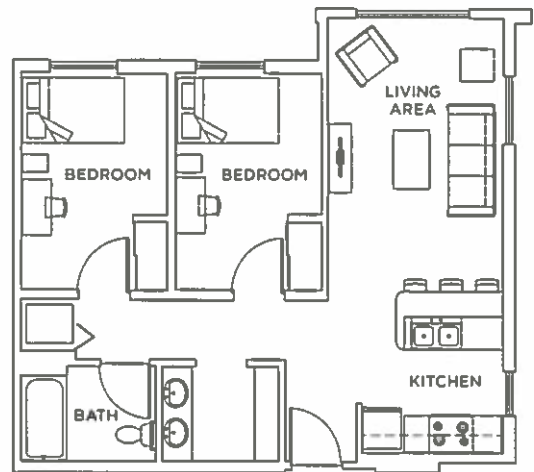
To apply for your accommodation at Park Point, you must submit a fully completed application, a \$200 non-refundable administration fee, a \$75 non-refundable application fee and a \$500 refundable security deposit.

The following rates are based on an individual liability lease and are per bedroom and per person. All units are fully furnished.



2 BEDROOM | 1 BATHROOM A

12 monthly installments. \$1,369
(First payment due on or before August 1, 2016)



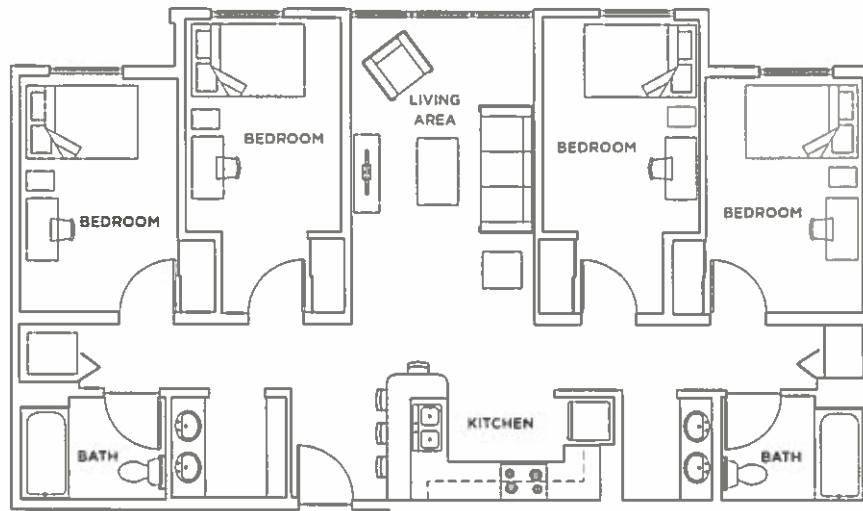
2 BEDROOM | 1 BATHROOM B

12 monthly installments. \$1,369
(First payment due on or before August 1, 2016)



Where students love living.®

Rates, fees and utilities included are subject to change. Floor plans may vary. Select units may include ADA accessible features.



4 BEDROOM | 2 BATHROOM

12 monthly installments. \$1,209

(First payment due on or before August 1, 2016)



Where students love living.

Rates, fees and utilities included are subject to change. Floor plans may vary. Select units may include ADA accessible features.

EXHIBIT G
NOTICE OF INTENT



Where students love living.®

September 26, 2016

VIA OVERNIGHT MAIL

Niagara Mohawk Power Corporation d/b/a National Grid Gas and Electricity
Ms. Patti Pesaturo
Supervisor, Customer Connections – Electric
National Grid
300 Erie Blvd., West
Syracuse, NY 13202-4250

**Re: Notice of Intent to Sub-meter Electricity at a Building located at 417 Comstock Ave.,
Syracuse, New York**

Dear Ms. Pesaturo,

Please be advised that AAA OP (PARK POINT SU) LLC submitted to the New York State Public Service Commission a notice of intent to sub-meter electricity at the above referenced property, which is located within the service territory of National Grid Gas and Electricity.

Thank you for your time and assistance.

Sincerely,

James C. Hopke
Vice President

AAA OP (PARK POINT SU) LLC
12700 Hill Country Blvd., Suite T-200
Austin, TX 78738



Where students love living.®

September 26, 2016

VIA OVERNIGHT MAIL

Constellation (An Exelon Company)
Mr. Gary Fromer
Senior VP, Distributed Energy
111 Market Place
Baltimore, MD 21202

**Re: Notice of Intent to Sub-meter Electricity at a Building located at 417 Comstock Ave.,
Syracuse, New York**

Dear Ms. Pesaturo,

Please be advised that AAA OP (PARK POINT SU) LLC submitted to the New York State Public Service Commission a notice of intent to sub-meter electricity at the above referenced property, which is located within the service territory of National Grid Gas and Electricity.

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Sincerely,

James C. Hopke
Vice President

AAA OP (PARK POINT SU) LLC
12700 Hill Country Blvd., Suite T-200
Austin, TX 78738

EXHIBIT H
CONSERVATION INFORMATION

Top 20 Tips

Start lowering your energy bills now with these tips.

1. Replace a minimum of five incandescent lights with ENERGY STAR® light bulbs for a typical savings of \$9 a month.
2. Turn off lights, appliances, TVs, stereos, and computers when not in use, and save approximately \$9 a month.
3. If you have a large television (greater than 32”), turn it off when not watching, and save \$8 a month.
4. Unplug your electric space heater or hot tub and save \$41 a month.
5. Recycle your second, older refrigerator and you can save \$23 a month.
6. Washing your clothes in cold water can save you \$9 per month.
7. Repair leaky faucets and save \$6 per month.
8. Unplug electronics with remote control or “instant on” features and save \$4 a month. An advanced power strip will do the work for you.
9. If you have an electric clothes dryer, clean the filter and straighten the exhaust hose/duct to save \$3 a month.
10. When buying new appliances, always choose ENERGY STAR® and save \$11-\$24 a month for the life of the appliance.
11. If you have a natural gas furnace, tune it up to save \$9 a month, or replace your older furnace with one that is 90 percent or more efficient, for a savings of \$30 a month.
12. Install a programmable thermostat that lowers the setting at night and when no one is home, and save \$15 a month.
13. Caulk and weather-strip around windows and doors to keep warm air indoors and save \$13 a month.
14. Dry only full loads of laundry and save \$7 a month.
15. Lower your water heater setting to 120° F and save \$9 a month.
16. Use a low-flow showerhead to save 8,212 gallons of water and up to \$246 a year.
17. Did you know your dishwasher has an energy-saver switch? Turn it on to use less water and lower your water heating bills.
18. Choose an energy-efficient hot water tank and save \$6 a month.
19. Insulate walls, ceilings, and windows and save \$16 a month.
20. Choose energy-efficient windows and save \$28 a month.

Savings will vary significantly from home to home. Data based on 500 kWh monthly residential usage at 15 cents per kWh per month.

<https://www.nationalgridus.com/Upstate-NY-Home/Energy-Saving-Tips/Top-20-Tips>

Heating and Cooling

Both heating and cooling can have a big impact on your comfort—and your budget. Discover how to make them work better in your home.

- Keep doors and windows closed while running your heating or air conditioning system to reduce air loss.
- Clear areas in front of vents from furniture; blocked vents require up to 25 percent more energy to distribute air.
- In the summer, vegetation, solar screens, and awnings can be used to prevent the sun from making your home too hot. In the winter, do the opposite: raise shades and blinds to let the sun warm your home.
- Calibrate your thermostats to ensure accurate readings. Adjust your thermostat up or down depending on the season, and lower the setting any time your home is unoccupied.
- Use programmable thermostats to adjust heating and cooling when rooms are unoccupied, saving you energy and up to \$180 a year.
- Upgrade outdated heating and air conditioning equipment to newer, more energy-efficient models. You'll save as much as 30 percent on energy costs in the long term, reduce maintenance, and improve the comfort of your home.
- Perform regular heating and air conditioning maintenance. Change filters monthly to improve air quality and reduce energy use. Establish a maintenance contract with your vendor for regular tune-ups, which help decrease equipment breakdowns and unnecessary air loss.

<https://www.nationalgridus.com/Upstate-NY-Home/Energy-Saving-Tips/Heating-Cooling>

Lighting

Bright ideas to make your budget go further.

- Replace outdated lighting with ENERGY STAR® certified lights, which last up to 25 percent longer and use up to 90 percent less electricity than older incandescent bulbs.
- Make use of natural light sources during daytime hours with blinds and skylights.
- Turn your lights off during the day, which can save up to 40 percent.
- Use dimmer switches to save energy and change the mood in a room.

Lighting Facts

Lumens indicate the brightness of a bulb, whereas watts measure energy use.

Light color is measured on a temperature scale referred to as Kelvin (K). Lower Kelvin numbers mean the light appears yellower.

- 2700K – 3000K produces warm white light, the standard color of incandescent bulbs.
- 3500K – 4100K generates cool white light, which is good for kitchens and work spaces.
- 5000K – 6500K yields blue-white light, or “daylight,” which is ideal for reading.

<https://www.nationalgridus.com/Upstate-NY-Home/Energy-Saving-Tips/Lighting>

Water Heating and Conservation

Conserve water and lower your energy bills with water heater upgrades and low-flow showerheads.

- Conserving water is a great way to save energy and money in your home.
- Stop leaks. Repairing even small leaks saves gallons of water and thus dollars each month.
- Install water-saving faucets and low-flow showerheads.
- Set a maximum water temperature of 120° F.
- Upgrade your water heater to a high-efficiency model. Look for water heaters with an Energy Factor of .67 or greater (.82 or greater for larger systems).

<https://www.nationalgridus.com/Upstate-NY-Home/Energy-Saving-Tips/Water-Heating>



Microwave Oven

Thank You! ... for your purchase of a GE Brand appliance.

Register Your Appliance: Register your new appliance on-line at your convenience!

www.geappliances.com/service_and_support/register/

Timely product registration will allow for enhanced communication and prompt service under the terms of your warranty, should the need arise. You may also mail in the pre-printed registration card included in the packing material.

For a full manual in English and Spanish visit

www.GEAppliances.com

Or call to order a paper copy

800.626.2000

Para un manual completo en inglés y español,

O llame para pedir una copia de papel

You will need to have your model number ready before you call.

When using electrical appliances basic safety precautions should be followed, including the following:

IMPORTANT SAFETY INSTRUCTIONS

▲ WARNING READ ALL INSTRUCTIONS BEFORE USING.

Death or serious injury can result from failure to follow these instructions. To reduce the risk of burns, electric shocks, fire, injury to persons or exposure to excessive microwave energy:

- Read and follow the specific precautions in the PRECAUTIONS TO AVOID POSSIBLE EXPOSURE TO EXCESSIVE MICROWAVE ENERGY section.
- Use this appliance only for its intended use as described in this manual. Do not use corrosive chemicals or vapors in this appliance. This microwave oven is specifically designed to heat, dry or cook food, and is not intended for laboratory or industrial use.
- This microwave should be serviced only by qualified service personnel. Contact nearest authorized service facility for examination, repair, or adjustment.

INSTALLATION

- Install or locate this appliance only in accordance with the provided installation instructions.
- This appliance must be grounded. Connect only to a properly grounded outlet. See the GROUNDING INSTRUCTIONS section in this guide.
- This microwave oven is UL listed for installation over both gas (less than 60,000 BTU) and electric ranges.
- This unit is suitable for use above gas or electric cooking equipment, 36" or less wide.
- Do not operate this appliance if it has a damaged power cord or plug, if it is not working properly, or if it has been damaged or dropped.
- Keep power cord away from heated surfaces.
- Do not let power cord hang over edge of table or counter.
- Do not immerse power cord or plug in water.
- Do not block or cover any openings on the appliance.
- Do not store this appliance outdoors. Do not use this product near water—for example, in a wet basement, near a swimming pool, near a sink or in similar location.
- Do not mount this appliance over a sink.

TO REDUCE THE RISK OF FIRE IN THE OVEN CAVITY

- Do not overcook food. Carefully attend appliance when paper, plastic or other combustible materials are placed inside the oven while cooking.
- Remove wire twist-ties and metal handles from paper or plastic containers before placing them in the oven.
- Do not store any materials, other than our recommended accessories, in this oven when not in use. Do not leave paper products, cooking utensils or food in the cavity when not in use. Microwave rack should be removed from oven when not in use.
- If materials inside the oven ignite, keep the oven door closed, turn the oven off and disconnect the power cord, or shut off power at the fuse or circuit breaker panel.
- Do not operate the microwave without food in the oven.

TO REDUCE THE RISK OF BURNS

- Be careful when opening containers of hot food. Use pot holders and direct steam away from face and hands.
- Vent, pierce, or slit containers, pouches, or plastic bags to prevent build-up of pressure.
- Be careful when touching the turntable, door, or walls of the oven which may become hot during use.
- Liquids and certain foods heated in the microwave oven can present a risk of burn when removing them from the microwave. The potential for a burn is greater in young children, who should not be allowed to remove hot items from the microwave.

OPERATING AND CLEANING

- As with any appliance, close supervision is necessary when used by children.
- Do not store anything directly on top of the microwave surface when the microwave oven is in operation.
- Oversized food or oversized metal cookware should not be used in a microwave/convection oven because they increase the risk of electric shock and could cause a fire.
- Do not clean with metal scouring pads. Pieces can burn off the pad and touch electrical parts involving risk of electric shock.
- Do not use paper products in oven when appliance is operated in any cooking mode except microwave only.

SAVE THESE INSTRUCTIONS



MBM64796402

49-40734 10-14 GE



Ranges

Electric Free-Standing, Slide-In, and Drop-In

Thank You! ... for your purchase of a GE Brand appliance.

Register Your Appliance: Register your new appliance on-line at your convenience!

www.geappliances.com/service_and_support/register/

Timely product registration will allow for enhanced communication and prompt service under the terms of your warranty, should the need arise. You may also mail in the pre-printed registration card included in the packing material.

For a full manual in English and Spanish visit • Para un manual complete en inglés y español

www.GEAppliances.com

Or call to order a paper copy • O llame para pedir una copia de papel

800.626.2000

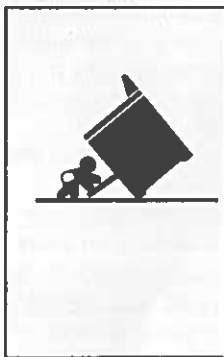
You will need to have your model number ready before you call.

IMPORTANT SAFETY INFORMATION.

▲ WARNING

Read all safety instructions before using the product. Failure to follow these instructions may result in fire, electrical shock, serious injury or death.

ANTI-TIP DEVICE



▲ WARNING

Tip-Over Hazard

A child or adult can tip the range and be killed. Verify the anti-tip bracket has been properly installed and engaged. Ensure the anti-tip bracket is re-engaged when the range is moved. Do not operate the range without the anti-tip bracket in place and engaged. Failure to follow these instructions can result in death or serious burns to children or adults.

To reduce the risk of tipping the range, the range must be secured by a properly installed anti-tip bracket. See installation instructions shipped with the bracket for complete details before attempting to install.

For Free-Standing and Slide-In Ranges

To check if the bracket is installed and engaged properly, look underneath the range to see that the rear leveling leg is engaged in the bracket. On some models, the storage drawer or kick panel can be removed for easy inspection. If visual inspection is not possible, slide the range forward, confirm the anti-tip bracket is securely attached to the floor or wall, and slide the range back so the rear leveling leg is under the anti-tip bracket.

If the range is pulled from the wall for any reason, always repeat this procedure to verify the range is properly secured by the anti-tip bracket.

Never completely remove the leveling legs or the range will not be secured to the anti-tip device properly.

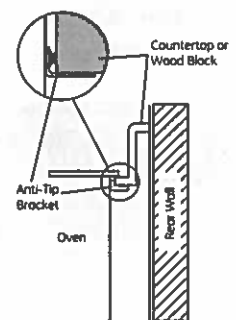


Free-Standing and Slide-In Ranges

For Drop-In Ranges

To check if the bracket is installed and engaged properly, slide the range forward, confirm the anti-tip bracket is securely attached to the rear of the range, and slide the range back so that the anti-tip bracket slides just under the countertop or wood block attached to the rear wall.

If you did not receive an anti-tip bracket with your purchase, call 1.800.626.8774 to receive one at no cost (in Canada, call 1.800.561.3344). For installation instructions of the bracket, visit GEAppliances.com (in Canada, GEAppliances.ca).



Drop-In Ranges (side view)

READ AND SAVE THESE INSTRUCTIONS



Refrigerators - Top Freezer

IMPORTANT SAFETY INFORMATION READ ALL INSTRUCTIONS BEFORE USING



GE Appliances Website

For more information on your refrigerator's operation, visit www.GEAppliances.com or call 800.GECARES (800.432.2737). In Canada visit GEAppliances.ca or call 800.561.3344.

REFRIGERATOR SAFETY INFORMATION

! This is the safety alert symbol. This symbol alerts you to potential hazards that can kill or hurt you and others. All safety messages will follow the safety alert symbol and the word "DANGER", "WARNING", or "CAUTION". These words are defined as:

! DANGER

Indicates a hazardous situation which, if not avoided, will result in death or serious injury.

! WARNING

Indicates a hazardous situation which, if not avoided, could result in death or serious injury.

! CAUTION

Indicates a hazardous situation which, if not avoided, could result in minor or moderate injury.

IMPORTANT SAFETY INSTRUCTIONS

! WARNING

To reduce the risk of fire, explosion, electric shock, or injury when using your refrigerator follow these basic safety precautions:

- This refrigerator must be properly installed and located in accordance with the Installation Instructions before it is used.
- Unplug the refrigerator before making repairs, replacing a light bulb, or cleaning.
Note: Power to the refrigerator cannot be disconnected by any setting on the control panel.
Note: Repairs must be performed by a qualified service professional.
- Replace all parts and panels before operating.
- Do not store or use gasoline or other flammable vapors and liquids in the vicinity of this or any other appliance.
- Because of potential safety hazards under certain conditions, we strongly recommend against the use of an extension cord. However, if you must use an extension cord, it is absolutely necessary that it be a UL-listed (in the United States) or a CSA certified (in Canada), 3-wire grounding type appliance extension cord having a grounding type plug and outlet and that the electrical rating of the cord be 15 amperes (minimum) and 120 volts.
- To prevent suffocation and entrapment hazards to children, remove the fresh food and freezer doors from any refrigerator before disposing of it or discontinuing its use.
- Do not allow children to climb, stand or hang on the door handles or the shelves in the refrigerator. They could seriously injure themselves.

! CAUTION

To reduce the risk of injury when using your refrigerator, follow these basic safety precautions.

- Do not clean glass shelves or covers with warm water when they are cold. Glass shelves and covers may break if exposed to sudden temperature changes or impact, such as bumping or dropping. Tempered glass is designed to shatter into many small pieces if it breaks.
- Keep fingers out of the "pinch point" areas; clearances between the doors and between the doors and cabinet are necessarily small. Be careful closing doors when children are in the area.
- Do not refreeze frozen foods which have thawed completely.
- In refrigerators with automatic icemakers, avoid contact with the moving parts of the ejector mechanism, or with the heating element that releases the cubes. Do not place fingers or hands on the automatic ice making mechanism while the refrigerator is plugged in.



GE Appliances

Installation Instructions

Built-In Dishwasher

If you have questions, call 800.GE.CARES (800.432.2737) or visit our website at: GEAppliances.com
In Canada, call 1.800.561.3344 or visit www.GEAppliances.ca



BEFORE YOU BEGIN

Read these instructions completely and carefully.

IMPORTANT – Observe all governing codes and ordinances.

- **Note to Installer** – Be sure to leave these instructions for the consumer and local inspector's use.
- **Note to Consumer** – Keep these instructions with your Owner's Manual for future reference.
- **Skill Level** – Installation of this dishwasher requires basic mechanical, electrical and plumbing skills. **Proper installation is the responsibility of the installer. Product failure due to improper installation is not covered under the GE Appliance Warranty. See warranty information.**
- **Completion Time** – 1 to 3 Hours. New installations require more time than replacement installations.

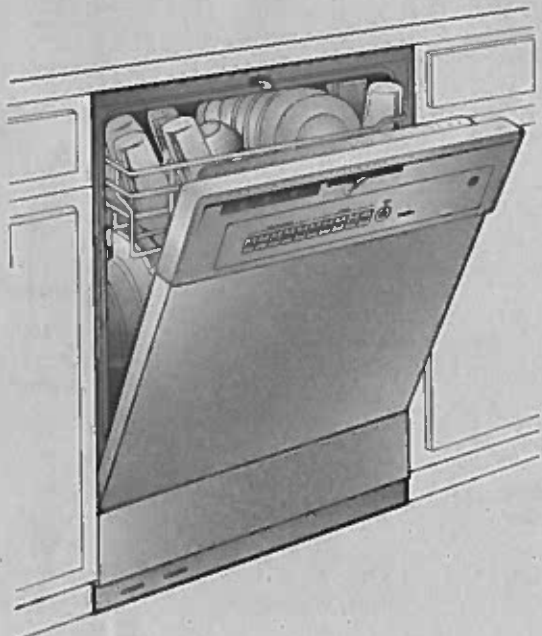
IMPORTANT – The dishwasher **MUST** be installed to allow for future removal from the enclosure if service is required.

If you received a damaged dishwasher, you should immediately contact your dealer or builder.

Optional Accessories – See the Owner's Manual for available custom panel kits.

FOR YOUR SAFETY

Read and observe all **CAUTIONS** and **WARNINGS** shown throughout these instructions. While performing installations described in this booklet, gloves and safety glasses should be worn.



**READ CAREFULLY.
KEEP THESE INSTRUCTIONS.**