

FOR OFFICE USE ONLY:

____ (C)ontinuing Lease ____ (R)eturning Lease ____ (CX) Transfer Renewal ____ (N)ew Resident

DATE OF APPLICATION _____ DATE OF LEASE _____ DATE OF COMPLETION _____



LEASE AGREEMENT

NOTE: PLEASE RETURN ALL PAGES FOR OWNER SIGNATURE

THIS LEASE SUMMARY:

NAME: _____ ("Tenant") SS# _____ DATE: _____

NAME: _____ ("Tenant") SS# _____ DATE: _____

NAME: _____ ("Tenant") SS# _____ DATE: _____

NAME: _____ ("Tenant") SS# _____ DATE: _____

PERMANENT ADDRESS:

And **Suites Lubbock TX LLC dba The Suites at Overton Park** (Referred to in this Lease as the "Owner" or "us," "we" or "our") represented by EdR Management Services, Inc., the "Manager".

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

Your "Rent" for the Term is \$ _____ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in one of the following payment options (please select one):

NEW LEASE Option A: _____, (_____) equal installments of \$ _____ payable as follows; **the first installment due on July 15th, 20__**, with remaining installments due on or before the 1st day of each month beginning September 1st, 20__.

RENEWAL Option B: _____, (_____) equal installments of \$ _____ payable as follows; **the first installment due on August 1st, 20__**, with remaining installments due on or before the 1st day of each month beginning September 1st, 20__.

MID YEAR Option C: _____, (_____) equal installments of \$ _____ payable as follows; the first installment due on _____, with remaining installments due on or before the 1st day of each month beginning _____, 20__.

The breakdown of your regular installments are:

- \$ _____ for "Base Rent";
- \$ _____ for _____
- \$ _____ for _____
- \$ _____ for _____

Total Rent Installment: \$ _____ due on or before selected schedule: Option _____

APARTMENT COMMUNITY: The Suites at Overton Park, located at **2300 Glenna Goodacre Blvd**, Lubbock, TX 79401 the "Community."

LEASED PREMISES: This Lease entitles you to exclusively occupy one bedroom (referred to herein as your "Bedroom") in a _____ bedroom apartment, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the bathroom, living room, kitchen, and where applicable, laundry facilities within the Apartment (the "Common Areas"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "Apartment." In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access.

1. **LEASE TERM.** The Lease starts on the Starting Date, and ends at 12:00 NOON on the Ending Date (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You shall not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bedroom until the Lease and any required guaranty or other documents have been completely executed and delivered to us. If we determine, in our sole discretion, that your Bedroom is not available for occupancy on the starting date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied, we will proceed as described in Paragraph 11 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**

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2. **DESCRIPTION.** This Lease is between you and us. We agree to lease to you and you agree to lease from us, the following:
- a. Your sole use of your Bedroom within the Apartment;
 - b. Together with the other residents of the Apartment, your joint use of the Common Areas;
 - c. Together with the other residents of the Community, your joint use of those areas of the Community to which all residents have general access;
 - d. Your sole use of the furniture (if provided by us) within your Bedroom; and your joint use of all appliances and furniture within the Common Areas of the Apartment; and
 - e. Your joint use of the mail box that is assigned to you by us (the "Mail Box"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," your mail will be placed in the Mail Box, but we assume no liability for loss or delays in delivery and/or failure of delivery.
3. **RENT AND ADDITIONAL CHARGES.** With the exception of the first installment, you will pay us the "Rent Installment," which is composed of the Base Rent and other incidental charges, on or before the 1st day of each month, without any demand from us for payment. The Rent Installment is payable at the business office (or such other place of which you are notified in writing). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us.

If your Rent is not paid by 10 AM on the fourth (4th) day of the month your Rent is late and you will be charged \$25 in addition to your Rent. In addition, beginning with the fifth (5th) day of the month, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply. . We will have a lien for unpaid rent against all of your nonexempt personal property that is in the Apartment and may seize such nonexempt property if you fail to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights and obligations of the parties regarding Landlord's lien. We may collect a charge for packing, removing, or storing property seized in addition to any other amounts we are entitled to receive. We may sell or dispose of any seized property in accordance with the provisions of §54.045 of the Texas Property Code.

4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent.

5. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked (X): cable TV, electricity, gas, water, sewer, garbage removal, internet, telephone. Utility service is submetered and monitored by a third party company who will provide billing statements for utility services to the Owner which will be billed to the Resident accounts. (See Attached Sub-metering addendum). If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the cable, telephone and internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the cable, telephone and/or internet service provider.

6. **RELOCATION.** It is understood that the Apartment contains other bedrooms in which other residents may reside. 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 for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$200 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

7. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of \$____ is required for the use of facilities and service-related functions associated with this Lease (the "Service Fee"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

8. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

9. **RIGHT OF ENTRY.** We have the right, as do our agents, to enter the Apartment and your Bedroom at all reasonable times (or at any time in the event of an emergency), without notice to you and without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion. Further, we have the right to enter the Apartment and your Bedroom at all reasonable times to show the Apartment or your Bedroom to prospective tenants, purchasers or representatives of insurance or lending institutions. **You may not change any locks.**

10. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or the Community. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. **You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the community. As to any and all security measures taken at the community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

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11. DAMAGE OR DESTRUCTION OF PREMISES. If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

- 12. DEFAULT.** You are in violation of this Lease if:
- a. You fail to pay Rent or any other amount owed as directed by this Lease;
 - b. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
 - c. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
 - d. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
 - e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
 - 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 substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
 - g. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
 - h. You fail to pay any charge within 10 days after it is levied in accordance with this Lease;
 - i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
 - j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
 - k. If any guest of tenant occupies all or part of the unit for more than seven (7) days.
 - l. Your apartment is kept in a condition that prevents the leasing of any vacant bedrooms because of current resident living habits, odors, sanitary conditions, damage or lease violations, excessive guests, or inappropriate behavior towards staff or prospective tenant.

- 13. REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:
- a. Collect any charge imposed by the Lease;
 - b. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
 - c. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
 - d. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
 - e. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
 - f. Report all violations to credit reporting agencies; and
 - g. In any such case, we will ask the court of appropriate jurisdiction to require you to be held responsible for the paying of such attorney's fees and court costs for the enforcement of this Lease as may be provided for by state law or this Lease. We shall have the option to accelerate the rent due for the remaining term of this Lease. Action on our part sufficient to accelerate the rent due hereunder shall include the filing of an action for possession and/or damages in a court of competent jurisdiction. The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Our acceptance of keys or possession of the rental unit shall NOT be deemed an acceptance of your surrender of the leasehold nor a rescission of this Lease. You shall be liable for any and all attorney's fees incurred as a result of our pursuing a remedy provided hereunder, whether suit be filed or not.
 - h. Do any combination of a, b, c, d, e, f or g.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

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

15. CONDITIONS OF PREMISES. An Apartment Condition Form will be provided to you at the time that you move into the Premises. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

16. RIGHT OF REFUSAL. Until we have executed this Lease, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

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- 17. TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. You will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bedroom or the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
- 18. YOUR DUTIES UPON TERMINATION.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.
- 19. CONSENT TO JURISDICTION.** This Lease has been entered into in the Lubbock Texas. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Lubbock, Texas.**
- 20. GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of Texas. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
- 21. SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 22. ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
- 23. ENTIRE AGREEMENT.** It is understood and agreed that this Lease contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
- 24. GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
- 25. HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
- 26. ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the new resident must take possession of your Bedroom before the assignment will be considered complete.
- 27. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
- 28. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
- 29. SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
- 30. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
- 31. HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of \$150.00 per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.
- 32. NOTICES.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 33. PARKING.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. Vehicles parked without appropriate permits or prior approval will be towed at owner's expense.

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34. PHOTOGRAPH RELEASE. You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at **Suites Lubbock TX LLC dba The Suites at Overton Park** or any Community sponsored events in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant **Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc.** and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic or video portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless **Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc.** and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge **Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc.**, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

35. DRUG AND CRIME FREE ENVIRONMENT. You acknowledge **Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc.** has a strict Crime and Drug-Free Policy and agree as follows:

- Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.
- Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
- Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near, or within sight of the premises or otherwise.
- Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare of any persons.
- VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this section of the Lease Agreement shall be deemed a serious violation and material noncompliance with the Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.

38. INDEMNITY. Tenant shall indemnify, protect and hold harmless landlord from and against any and all claims, suits, actions, proceedings, damages, fines, penalties, losses, costs and expenses (including without limitation attorney's fees) suffered or incurred by landlord as a result of or in any way relating to any default by tenant hereunder (including, without limitation, tenant's violation of any of the Rules and Regulations), any failure to perform any agreement or obligation by tenant hereunder, or the breach or untruthfulness of any representation, warranty or factual statement by Tenant in this lease or in Tenant's lease application or related materials.

39. MOLD AND MILDEW: You acknowledge that it is necessary for you to provide appropriate climate control, keep the Unit clean, and take other measure to retard and prevent mold and mildew from accumulating in the unit. Bathroom exhaust fans must be operational. You agree to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. You also agree not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. You also agree to immediately report to the Management office any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, or other common areas. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area must be reported immediately. It must be immediately reported if there is any failure or malfunction in the heating, ventilation or air conditioning system in the Unit or any inoperable doors or windows. You further agree that Resident shall be responsible for damage to the Unit and your property, as well as injuries to you and Occupants resulting from your failure to comply with the terms of this lease provision.

In this regard, you agree, immediately upon written demand (which demand may be made by hand delivery, mail, or facsimile), to hold Owner and Management harmless from and indemnify Owner and Management for any and all damages, whether to persons or property, which arise out of your failure to comply with the terms of this provision and for which Owner or management may be found to be liable.

Default under the terms of this Lease provision shall be deemed a material default under the terms of the Lease, and we shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this lease provision and the terms of the Lease, the terms of this lease provision shall control. Any term that is capitalized by not defined in the lease provision, that is capitalized and defined in the Lease shall have the same meaning for purposes of this lease provision as it has for purposes of the lease. We reserve the right to terminate the tenancy and you agree to vacate the premises in the event we in our sole judgment feel that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to you or other persons and/or your actions or inactions are causing a condition which is conducive to mold growth.

40. CO-ED LEASE. It is understood that this is an individual lease and that all vacant beds may be rented out to any individual who qualifies and matches according to our roommate placement policies, without discrimination. This may include possible co-ed living arrangements where units may be occupied by members of both sexes. You understand that the placement of a member of the opposite sex may occur if the co-ed option is requested on the roommate matching card. Once a unit is deemed as co-ed, **Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc.** will not refuse additional co-ed living roommate matching options that are compatible matches during the remainder of the lease term.

FOR OFFICE USE ONLY:

____ (C)ontinuing Lease ____ (R)eturning Lease ____ (CX) Transfer Renewal ____ (N)ew Resident

DATE OF APPLICATION _____ DATE OF LEASE _____ DATE OF COMPLETION _____

41. **MAIL FORWARDING.** Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc. is not responsible for the forwarding or accepting of your mail. If you choose to have your Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc. mail forwarded upon move out you must contact the company currently responsible for the 'single mail drop' delivery of mail service at Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc. . The United States Postal Service will not accept forwarding mail information from you for service at The Suites. Failure to forward mail per the instructions of the single drop mail service company employed by Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc. will not constitute any responsibility on the behalf of The Suites to forward, receive, or deliver mail for you.

42. **LEASING INCENTIVES.** It is understood that if you sign your lease under any leasing incentive program in which you receive any compensation in exchange for signing a lease agreement, including but not limited to gift cards, free or discounted rent, checks or monetary compensation, electronics, or any other promotional items, you agree to reimburse Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc. the value of the leasing incentive immediately if at any point you cancel or terminate this agreement without fulfilling all applicable terms and conditions listed herein. It is understood that the value of the leasing incentive will be applied to any outstanding balance or deducted from any prepaid balance if you are evicted or are otherwise found to be in Default of this lease agreement and removed from the property without fulfilling all applicable terms and conditions listed herein.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: _____

Printed Name

OWNER: Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc.

BY: _____

Your Signature

BY: _____

Authorized Signature

DATE: _____

DATE RECEIVED: _____

*** A notary is required if lease agreement is not signed in the presence of a The Suites agent ***

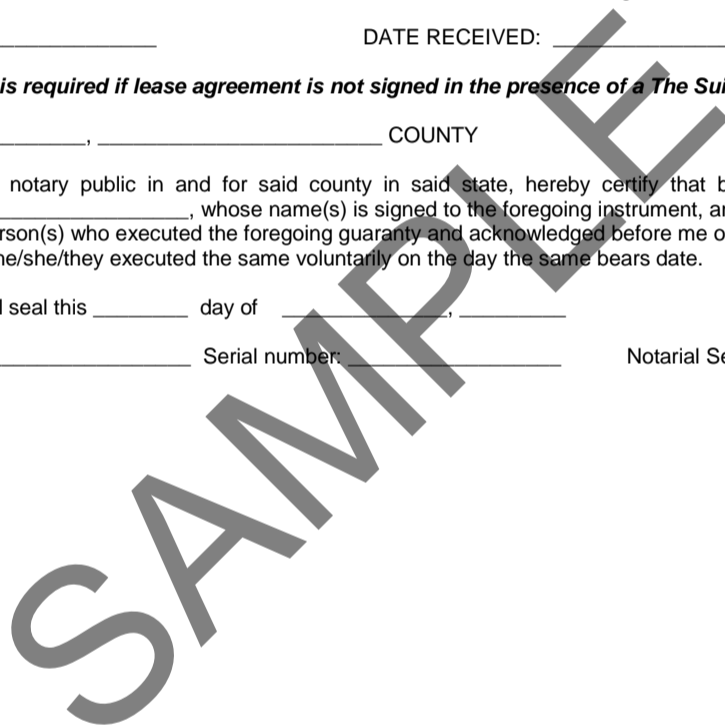
STATE OF _____, _____ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, _____

My commission expires: _____ Serial number: _____

Notarial Seal:



FOR OFFICE USE ONLY:

____ (C)ontinuing Lease ____ (R)eturning Lease ____ (CX) Transfer Renewal ____ (N)ew Resident

DATE OF APPLICATION _____ DATE OF LEASE _____ DATE OF COMPLETION _____



RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these **“Rules and Regulations”** for the purpose of preserving the welfare, safety, and convenience of tenants in **Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc.**, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Violation of these Rules and Regulations may result in termination of your lease. In addition to our rights to terminate the lease for violations, Complaints for violations of these Rules and Regulations may be addressed in accordance with the following procedure:

First: The complaint will be verified and action with warning notice will be taken immediately. If fines are applicable, they will be applied immediately.

Second: The complaint will be verified and action with warning and additional fine if applicable will be levied. Guarantors of the offending apartment will be notified of this second warning.

Third: The complaint will be verified and a final notice will be delivered. We may decide at this time to find the Lease to be in Default for repeated violations. Additional fines and fees may also apply. Guarantor will be sent copy of all correspondence and warnings as well as notice of Default of Lease. We reserve the right to execute any and all actions as listed in Section 12 of the lease as deemed necessary.

- a. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
- b. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
- c. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment. Failure to remove any and all additions covered under this section may result in a daily fee of \$25.00 until it is removed.
- d. Pets are not permitted in or about the Apartment, except for animals assisting disabled or handicapped persons and fish in an aquarium that can be no larger than 25 gallons. If a pet is found in the Apartment, the following will apply:

First: A written warning will be issued to you specifying the complaint and a \$200.00 charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet and furniture due to any damage by the pet(s) and for charges incurred for pest control treatment and odor/stain removal.

Second: Upon a second violation, a \$300.00 charge will be assessed against you. You will also be responsible for cleaning and/or replacement of carpet and furniture due to any damage by the pet(s) and for charges incurred for pest control treatment and odor/stain removal.

Any damage caused by any pet found in your apartment or under your care (even if the pet is not yours but you are caring for someone else's pet) is your responsibility. This includes pets of guests or visiting family members as well. You agree to indemnify and hold landlord and its agents harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons or damage to property of any kind, whatsoever, which arise out of or are caused by the pet and any errors, omissions or negligence in the supervision of the pet, including without limitation, injuries caused by any pet bites or diseases caused or carried by the pet. This also applies to any resulting pest control issues, pest infestations, damages or injuries caused by pests, that are a result of the presence of a pet brought onto the property.

- e. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly. All smoke detectors within the Apartment and around the Community must remain plugged in and equipped with batteries. Removal of these devices will result in \$25.00 fee for every device removed.**
- f. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
- g. Live decorations such as trees/wreaths are prohibited.
- h. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on the property. Grills have been provided to you on the property.
- i. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.

For Office Use Only

Method of Guarantee:

___ Parental/Sponsor Guaranty – 25 years of age, pass applicable credit check if necessary
___ International Guaranty: ___ 3 month deposit paid ___ I-20 form received ___ 25 years of age
___ Self Guaranty: ___ 3 month deposit paid ___ 2 paystubs received ___ 3x monthly rent earned ___ pass credit check ___ 25 years of age

SPONSOR GUARANTOR FORM

Date: _____

Tenant Name: _____

Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc. supports the Fair Housing Act as amended, prohibiting discrimination in housing based on race, color, religion, sex, national origin, handicap or familial status. All prospective residents will be required to follow the guaranty standards below to include, but not limited to:

CITIZENS: Obtain an approved guarantor who is at least 25 years of age and preferably a family member. Guarantor must reside in the United States and have a social security number. Must pass credit check if necessary.

NON-CITIZENS/INTERNATIONAL STUDENTS: Obtain an approved guarantor who is at least 25 years of age and preferably a family member who resides in the United States and has a social security number OR pay an additional refundable deposit of three (3) month's rent to be held until move out and final inspection. Must also provide an I-20 form.

SELF GUARANTY: If you wish to be your own guarantor, you must be over the age of 25 and you must provide a copy of your two (2) most recent paystubs showing that you earn three (3) times the monthly rental amount. You must pay a deposit in lieu of guarantor equal to three times the monthly rental amount to be held until move out and final inspection. You must also pass any credit checks performed on guarantors as necessary.

Please be advised that incomplete, inaccurate, or falsified information will be grounds for dismissal. Any individual, who may constitute a direct threat to the health and safety of an individual, the community, or the property of others, will be denied.

Ineligibility: The Guarantor, whether sponsor, parental, or self guarantor, may not already be indebted to EdR Management Services, Inc. or it's Properties whether by previous Guaranty for another individual, excepting familial status, or previous obligations under a current or future lease, or actions against individual by Suites Lubbock TX LLC dba The Suites at Overton Park and EdR Management Services, Inc. or it's Properties for default of past or current leases.

In consideration for, and as an inducement to enter into a Lease with the above-named tenant, and for other good and valuable consideration, the receipt and sufficiency of which you understand, Guarantor guarantees absolutely and unconditionally the full performance and observance of all the agreements contained in the lease and of any amended, revised, continued or renewal lease, including, but not limited to, the payment of Rent and other amounts payable by the above-named tenant, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by the above-named tenant. Guarantor waives each and every notice to which Guarantor might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by the above-named tenant. This is a guaranty of payment and not of collection and Guarantor's liability is primary and not secondary. This Guaranty shall apply to the term granted by the Lease, any extension or renewal thereof and to any holdover term following the term granted by the Lease or any extension or renewal thereof. When the term "Guarantor" includes more than one person, each such person shall be jointly and severally liable for all of the obligations of Guarantor under this Guaranty. Each such person waives any right to require the Landlord to enforce this Guaranty against any other person(s). The liability of each person under this Guaranty shall continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other person(s) or the release or discharge (whether by agreement, operation of law, or otherwise) of any other person(s). Each person signing this Guaranty waives any rights that he/she might otherwise have under any law of State of Texas or corresponding future statute or rule of law by reason of any release of fewer than all persons that signed this Guaranty. If we institute any legal proceedings against Guarantor to enforce this Guaranty and prevail in such action, Guarantor shall be liable for the costs and expenses of such action incurred by the Landlord, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. Guarantor consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Lubbock County in the State of Texas.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

_____ PRINTED NAME OF GUARANTOR		_____ RELATIONSHIP TO TENANT: (i.e. Mother, Father, Grandfather, Grandmother, etc.)	
_____ SIGNATURE OF GUARANTOR		_____ DRIVER'S LICENSE NUMBER AND STATE	
_____ BILLING ADDRESS	_____ CITY	_____ STATE	_____ ZIP CODE
_____ SOCIAL SECURITY NUMBER- REQUIRED (or attached I-20 paperwork if applicable)	_____ DATE OF BIRTH	\$ _____ MONTHLY INCOME	
_____ TELEPHONE NUMBER	_____ CELL PHONE NUMBER	_____ EMAIL ADDRESS - REQUIRED	

ALL LINES MUST BE FILLED OUT LEGIBLY, AND COMPLETE TO BE APPROVED

STATE OF _____, COUNTY _____

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, _____

My commission expires: _____ Serial number: _____ Notarial Seal: _____