

INITIALS  
RESIDENT \_\_\_\_\_  
MANAGER \_\_\_\_\_



## LEASE AGREEMENT

NOTE: PLEASE RETURN ALL COPIES FOR OWNER SIGNATURE

Date of Lease: \_\_\_\_\_

Apartment Community: **The Centre at Overton Park** (the "Community")

Tenant: Name: \_\_\_\_\_ (herein, "you" or "your")

Social Security No. \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Landlord/Owner: **Centre Lubbock Texas LLC dba The Centre at Overton Park** (the "Owner" or "us," "we" or "our" and any reference to us includes our Manager)

Owner's Address: **2400 Glenna Goodacre Blvd Lubbock, TX 79401**

Property Manager: **EDR Management Inc. ("Manager")**

Lease Term: \_\_\_\_\_ ("Starting Date") to \_\_\_\_\_ ("Ending Date")

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

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1. **LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one unfurnished bedroom for your exclusive use (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 living room, kitchen, a common bathroom, all of the associated appliances and furnishing, 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. You also have 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," we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within 30 days of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.

2. **LEASE TERM.** The Lease starts on the Starting Date, and ends at 12:00 p.m. on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, 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.**

3. **RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is \$ \_\_\_\_\_ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable as follows:

\_\_\_\_\_ Option A: \_\_\_\_\_, (\_\_\_\_) equal installments of \$ \_\_\_\_\_ payable as follows; the first installment due on July 15, 2014 with remaining installments due on or before the 1<sup>st</sup> day of each month beginning, September 1<sup>st</sup>, 2014.

\_\_\_\_\_ Option B: \_\_\_\_\_, (\_\_\_\_) equal installments of \$ \_\_\_\_\_ payable as follows; the first installment due on \_\_\_\_\_, 20\_\_\_\_, with remaining installments due on or before the 1<sup>st</sup> day of each month beginning \_\_\_\_\_, 20\_\_\_\_.

The breakdown of your regular installments is:

\$ \_\_\_\_\_ for "**Base Rent**";  
\$ \_\_\_\_\_ for \_\_\_\_\_  
\$ \_\_\_\_\_ for \_\_\_\_\_  
\$ \_\_\_\_\_ for \_\_\_\_\_

Total Rent: \$ \_\_\_\_\_

With the exception of the first installment, you will pay us the "**Rent Installment**," which is composed of the Base Rent and other incidental charges, on or before the 1<sup>st</sup> day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community

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(or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us.

**If your Rent is not paid by 10 AM on the fourth (4<sup>th</sup>) day of the month, your Rent is late and you will be charged \$25.00 in addition to your Rent. In addition, beginning with the sixth (6<sup>th</sup>) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.**

4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of \$30 per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.
5. **UTILITIES: INTERNET.** 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 sub-metered 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). 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 of any of the rules or regulations of the cable, telephone and/or internet service provider.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 5.**

6. **RELOCATION.** It is understood that the Apartment may contain 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 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 right to 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 \$50.00 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 accepted. 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, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
9. **RIGHT OF ENTRY.** We have the right, as do our agents, to enter the Apartment and your Bedroom at any time without notice in the event of an emergency and at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion. Further, with 24-hours advance notice to you, 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.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, 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 grossly negligent or intentional conduct.

**WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

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.

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12. **DEFAULT.** You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within ten (10) days of our execution of this Lease. You fail to provide proof of general liability insurance coverage ten (10) days prior to your move-in date; b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your 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);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
  - i. You fail to pay any charge within 10 days after it is levied in accordance with this Lease;
- j. 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;
- k. 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.
- l. **Limited Cure Rights.** For a failure to provide a security deposit or guarantor, or a non-monetary default that does not involve any violation of fire, health or criminal laws, or destruction of property, or actual or threatened bodily harm, so long as such default can be cured, we will permit you a period of five (5) days to cure such default before we exercise any of our remedies under this Lease.

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. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. 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;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease; g. Report all violations to credit reporting agencies
- h. 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 Apartment 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; and i. Do any combination of a, b, c, d, e, f, g, or h.
- j. As to a default for failure to provide all of the required payments and documents, including a guaranty or security deposit, within fifteen (15) days of our execution of this Lease. In addition to terminating the Lease, we will charge you liquidated damages in the amount of three Rent Installments, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

**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. **CONDITION OF PREMISES.**

- a. **Acceptance of Apartment.** An Apartment Condition Form will be provided to you at the time that you move into the Apartment. 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 THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**

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

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instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.

- c. **Responsibility for Damages.** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your 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 and received all required documents and other items, 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.
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 in the City of Lubbock, Lubbock County, Texas. You consent to the jurisdiction of, and venue in, any local, state, or federal court otherwise having subject matter jurisdiction and located within Lubbock County, 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 (including the incorporated documents such as the Rules and Regulations and any signed addenda) 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

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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; SHUTTLE SERVICE.** 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. We may provide access to a shuttle service for your use. For any shuttle service we provide, **we shall not be liable to you for our negligence**, but shall only be liable to you if you suffer injury as a result of our gross negligence, or intentional or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.
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 Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby 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 us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.
35. **INSURANCE.** You are required to provide proof of **general liability insurance to cover damages you are liable for under this Lease or otherwise to us. YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
36. **DRUG AND CRIME FREE ENVIRONMENT.** You acknowledge **Centre Lubbock TX LLC dba The Centre 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.
  - VIOLETION 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.
  - Notwithstanding anything herein to the contrary or apparently to the contrary, the provisions of Paragraph 12 n. entitled Limited Cure Rights shall not apply to this Paragraph 36, Drug and Crime Free Environment provision
37. **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.
38. **MOLD AND MILDEW:** You acknowledge that it is necessary for you to provide appropriate climate control, keep the Apartment clean, and take other measure to retard and prevent mold and mildew from accumulating in the Apartment. Bathroom exhaust fans must be operational. You agree to clean and dust the Apartment 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 Apartment. You also agree to immediately report to the Management office any evidence of a water leak or excessive moisture in the Apartment, 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 Apartment or any inoperable doors or windows. You further agree that Resident shall be responsible for damage to the Apartment 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

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

premises in the event we in our sole judgment feel that either there is mold or mildew present in the dwelling Apartment 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.

39. **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 an Apartment is deemed as co-ed, **Centre Lubbock TX LLC dba The Centre 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.

40. **MAIL FORWARDING.** **Centre Lubbock TX LLC dba The Centre 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 **Centre Lubbock TX LLC dba The Centre 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 **Centre Lubbock TX LLC dba The Centre 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 Centre. Failure to forward mail per the instructions of the single drop mail service company employed by **Centre Lubbock TX LLC dba The Centre at Overton Park and EdR Management Services, Inc.** will not constitute any responsibility on the behalf of The Centre to forward, receive, or deliver mail for you.

40. **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 **Centre Lubbock TX LLC dba The Centre 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.

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

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: \_\_\_\_\_  
Printed Name

OWNER: **Centre Lubbock Texas LLC dba The Centre at Overton Park**

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

BY: \_\_\_\_\_  
Your Signature

BY: \_\_\_\_\_  
Authorized Signature

DATE: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

SAMPLE

INITIALS  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

## The Centre at Overton Park 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 **The Centre at Overton Park**, 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.

Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

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

Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
  2. 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.
  3. 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.
  4. Pets are permitted in or about the Apartment with prior written authorization from management only with the exception for fish in an aquarium that can be no larger than 10 gallons. If an unauthorized pet is found in the Apartment, the following will apply:

First: A written warning will be issued to you specifying the complaint and a \$100.00 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 due to any damage by the pet(s) and for charges incurred for pest control treatment.

Second: Upon a second violation, a \$200.00 charge will be assessed against you, and we may declare the Lease Agreement to be in default. Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal. A Disability Assistance Animal Lease Addendum is required to be signed and on file prior to any animal being brought on property.
  5. 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.**
  6. 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.
  7. Live decorations such as trees/wreaths are prohibited.
  8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
  9. 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.
  10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
  11. If smoking is permitted in the Community, smoking is only allowed in those apartments where all roommates have previously agreed to allow tobacco use. Smoking in the clubhouse/community building or other recreational areas is not allowed. All cigarette butts must be disposed of properly.
  12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
  13. Keys and key fobs belong to us and must be returned to us by the end of the Lease Term. Charges of \$ 45.00 per key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs.
  14. You must comply with posted Rules and Regulations.
  15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to \$50 for each item that we must remove.
  16. **No gathering, unless sponsored by us, may exceed 10 persons. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.**
  17. Subject to our right to remove it at any time, we are providing a controlled access gate (the “Gate”) in an attempt to control access to the Community – it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.
  18. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.

**INITIALS**  
RESIDENT \_\_\_\_\_

MANAGER \_\_\_\_\_

2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions.

These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others. We strongly encourage you to purchase insurance to cover damage to your personal belongings. The community owner and management company assume no liability for personal loss.

SAMPLE



INITIALS  
RESIDENT \_\_\_\_\_  
MANAGER \_\_\_\_\_

## PARENTAL OR SPONSOR GUARANTY

Apartment Community: **The Centre at Overton Park** (the "Community").

Tenant/Resident: Name: \_\_\_\_\_

In consideration for, and as an inducement to us in making the Lease to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Tenant and as a result of that relationship you will derive a substantial benefit from the making of the Lease to Tenant. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Tenant might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Tenant. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Tenant. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Tenant, any failure to give notice of default to the Tenant or other notices due under the Lease and any duty to give you notice of facts about the Tenant. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Tenant all without any notice to you or effect on your obligations under this Guaranty. Any obligations Tenant has to you are subordinate to Tenant's Lease obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Tenant becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be 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. You consent 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**. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

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.

GUARANTOR: \_\_\_\_\_  
SIGNATURE OF GUARANTOR DATE  
\_\_\_\_\_  
PRINTED NAME OF GUARANTOR

RELATIONSHIP TO TENANT: (i.e. Mother, Father, Grandfather, And Grandmother): \_\_\_\_\_

ADDRESS CITY/ STATE/ZIP CODE TELEPHONE BILLING

SOCIAL SECURITY NUMBER CELL PHONE NUMBER EMAIL ADDRESS

DATE OF BIRTH MONTHLY INCOME

**N O T A R Y**

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 \_\_\_\_\_, \_\_\_\_\_.

Notary Public

[NOTARIAL SEAL]

My commission expires:

**OR**

**WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVE WITH COPY OF STATE OR FEDERAL PHOTO I.D.**

\_\_\_\_\_  
SIGNATURE AUTHORIZED PERSON'S PRINTED NAME AUTHORIZED REPRESENTATIVE'S

INITIALS  
RESIDENT \_\_\_\_\_  
MANAGER \_\_\_\_\_

**LEASE ADDENDUM FOR ALLOCATING TRASH REMOVAL COSTS**

1. **Addendum.** This is an addendum to the Lease Contract for Apt. \_\_\_\_\_ in **The Centre at Overton Park Apartments** in Lubbock, Texas.
2. **Payment due date.** Payment of your allocated trash removal bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There may be a late charge of 5% for late payment of your trash bill, but we are not obligated to accept late payment. If you are late in paying the trash removal bill, we may immediately exercise all lawful remedies, including eviction.
3. **Allocation Procedures.** You agree to the system of allocating trash removal costs as described below. During the lease term, we are authorized to allocate the monthly trash removal bill(s) for the apartment community. Your monthly rent under the Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. The formula for allocating the monthly trash removal bill for your apartment will be on the basis of *Per Dwelling Apartment*.  
  
Only the costs for removing trash from our apartment community will be allocated. Penalties or interest for our late payment of the trash removal bill will be paid entirely by us and will not be allocated. An administrative fee of \$2.50 per month will be added to your bill for processing and billing.  
  
Your trash allocation bill includes state and local sales taxes as required by state law.
4. **Change of allocation formula.** The above allocation formula for determining your share of the trash removal costs cannot be changed except as follows (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.
5. **Right to examine records.** During regular weekday office hours, you may examine the trash removal bill we receive from the public and private trash utility, as well as our calculation of your allocated share. Please give us reasonable advance notice to gather data.
6. **FINAL PAYMENT:** Since the utilities are billed from the 15<sup>th</sup> to the 15<sup>th</sup> of each month, your final utility bill will consist of 1.5 times the amount of the final month's total bill.

Resident or Residents  
(All residents must sign here)

Owner or Owner's Representative  
(Signs Below)

\_\_\_\_\_

\_\_\_\_\_

Date of Lease Contract

\_\_\_\_\_

INITIALS  
RESIDENT \_\_\_\_\_  
MANAGER \_\_\_\_\_

### Electrical Sub-metering Addendum

1. **ELECTRICAL SUBMETERING.** Your dwelling Apartment is sub-metered for electricity. You'll receive electricity bills monthly, based on how many kilowatt-hours (KWHs) you use as recorded on the sub-meter for the dwelling Apartment described below:

Apt No. \_\_\_\_\_ Apartment Community **The Centre @ Overton Park** or Street Address if duplex, triplex, etc. **2400 Glenna Goodacre Blvd** Date of Lease Contract: \_\_\_\_\_

2. **COVERAGE AND COST.** Your monthly bill for electricity for your dwelling Apartment will cover only electricity consumed within your dwelling Apartment. The sub-meter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your sub-meter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas.

3. **YOUR PAYMENT DUE DATE.** You must pay your monthly electric sub-meter bill within seven days after the date when we issue it. If you don't pay it within seven days, you'll be liable for a late payment charge of 5 percent of the bill. You must pay your bill directly the address specified in your sub-meter bill. If your electric service is disconnected for nonpayment, we can charge you up to \$10 for a reconnection fee. The Public Utility Commission regulates electric sub-metering rules. A summary of the rules is set forth on the next page of this form.

**FINAL PAYMENT:** Since the utilities are billed from the 15<sup>th</sup> to the 15<sup>th</sup> of each month, your final utility bill will consist of 1.5 times the amount of the final month's total bill.

Resident or Residents  
(All residents must sign here)

Owner or Owner's Representative  
(Signs Below)

You are entitled to receive an original of this Electrical Sub-metering Addendum after it is fully signed. Keep it in a safe place.

### A CHECKLIST OF ELECTRICITY CONSERVATION IDEAS FOR YOUR DWELLING

1. Keep doors and windows closed when running your air conditioning unit for cooling or heating.
2. When you're inside your dwelling, set all thermostats at 78 degrees in the summer and use fans to make it feel cooler.
3. When you'll be gone for more than four hours, change the thermostat to 80 degrees when cooling and 55 degrees when heating.
4. In the winter, keep the temperature at 68 during the day and lower the thermostat temperature to 55 degrees at night.
5. Adjust window blinds or drapes to keep out direct sunlight in the summer and let in direct sunlight in the winter.
6. Use a microwave instead of using an oven, whenever possible.
7. Take showers rather than tub baths to conserve hot water heated by electricity.
8. Make sure your air conditioner is clean. Changing dust filters on your air conditioning unit is important. Filters are essential to keep airborne dust from gathering on the cooling coils and preventing the air conditioning compressor from using more electricity. Also, when a filter is dirty it loses its dust-gathering capacity, and it will then use more electricity in circulating air because of the accumulation of dust in the filter.
9. Turn off lights, TVs, computers and other electrical equipment when leaving a room.
10. Close vents and doors to unused rooms.
11. Use energy settings on dishwashers, washing machines and clothes dryers. Run when fully loaded. Use at night.
12. Consider using compact fluorescent light bulbs rather than standard incandescent bulbs.

INITIALS  
RESIDENT \_\_\_\_\_  
MANAGER \_\_\_\_\_

### Water/Wastewater Sub-metering Addendum

1. **REASON FOR SUBMETERING.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents.

*Sub-metering of water bills saves money for residents because it encourages them to conserve water and wastewater and enables them to economically benefit by their individual conservation efforts. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.*

2. **TCEQ.** Water conservation by sub-meter billing is encouraged by the Texas Commission on Environmental Quality (TCEQ).

Sub-meter billing is regulated by TCEQ rules, and a TCEQ summary of the rules (called a tenant guide) is attached to this addendum. This addendum complies with those rules.

3. **MUTUAL CONSERVATION EFFORTS.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to follow the water conservation suggestions listed below.

4. **SUBMETER BILLING PROCEDURES.** Your monthly rent under the Lease Contract does *not include a charge for* water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We will send you a monthly bill for sub-metered water/wastewater, as follows:

- Your monthly water/wastewater bill will conform to all applicable TCEQ rules.
- As permitted by state law, a service fee of 3 percent (not to exceed 3 percent) will be added to your monthly water and wastewater service charges.
- No other administrative or other fees will be added to your bill unless expressly allowed by law or TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our master-meter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
- We will calculate your sub-metered share of the master-metered water bill according to TCEQ rules, Sections 291.124(a), (b), (c), and (d).
- We will bill monthly for your sub-metered water consumption from approximately the 10<sup>th</sup> day of the month to the 19<sup>th</sup> day of the month, the latter being our scheduled sub-meter reading date. Your bill will be calculated in accordance with TCEQ rules and this Addendum and will be prorated for the first and last months you live in the Apartment.
- During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly sub-meter bill; and (3) any other information available to you under TCEQ rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

5. **YOUR PAYMENT DUE DATE.** Payment of your sub-meter water/wastewater bill is due 5 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You may be subject to pay a late charge of 5 percent of your water/wastewater bill if we do not receive timely payment.

6. **FINAL PAYMENT:** Since the utilities are billed from the 15<sup>th</sup> to the 15<sup>th</sup> of each month, your final utility bill will consist of 1.5 times the amount of the final month's total bill.

**Resident or Residents**  
**(All residents must sign here)**

**Owner or Owner's Representative**  
**(Signs Below)**

\_\_\_\_\_  
**Date of Lease Contract**

You are entitled to receive an original of this Water/Wastewater Sub-metering Addendum after this is fully signed. Keep in a safe place.