

INITIALS
RESIDENT _____

MANAGER _____



LEASE AGREEMENT

NOTE: PLEASE RETURN ALL THREE COPIES FOR OWNER SIGNATURE

THIS LEASE SUMMARY:

NAME: _____ (“Tenant” or “you”) SS# _____ DATE: _____

PERMANENT ADDRESS: _____

The Berk (Referred to in this Lease as the “Owner” or “us,” “we” or “our” represented by EDR Management Inc., the “Manager”).

Starting Date of Lease Term: August 17, 2012 (the “Starting Date”) Ending Date of Lease Term: May 18, 2013 (the “Ending Date”)

Your “Rent” for the Term is \$ 12,990.00 (Twelve thousand nine hundred ninety) 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):

_____ Option A: Ten (10) equal installments of \$1299.00 payable as follows: the first installment due upon the signing of this lease agreement, with remaining nine (9) installments due on or before the 1st day of each month beginning September 1st, 2012.

_____ Option B: one-tenth of the contract sum is due upon the signing of this lease agreement in the amount of (\$1299.00). Then payable in two equal installments due September 1, 2012 for the Fall Semester in the amount of (\$5845.50) and January 1, 2013 for the Spring Semester in the amount of (\$5845.50).

_____ Option C: Full term payment in the amount of \$12,990.00, due upon the signing of this lease agreement.

The breakdown of your regular installments is:

\$ 1299.00 for “Base Rent”;
\$ _____ for _____
\$ _____ for _____
\$ _____ for _____

Total Rent Installment: \$12,990.00 (“Rent” or “Rent Installment”)

APARTMENT COMMUNITY: The Berk on College located at 2311 Le Conte Avenue, Berkeley, CA 94704, the “Community.”

LEASED PREMISES: This Lease entitles you to exclusively occupy one furnished bed space (referred to herein as your “Bed space”) in a **SINGLE** bedroom, and together with the other residents of the bedroom, you have the joint right to use the common areas of the bedroom, which are composed of those areas within the bedroom to which you have access without going into another bed space, including the bathroom, and where applicable (the “Common Areas”). Your Bed space, the other bed spaces in the bedroom and the Common Areas are referred to collectively in this Lease as the “Bedroom.” 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 at 9:00AM 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 **Bed space** 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** or **bed space** 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 Starting Date of the Lease Term until your **Bedroom** or **Bed space** is available for your occupancy. Thereafter, if your **Bedroom** or **Bed space** 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 or Bed space to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**

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 Bed space within the bedroom;

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- b. Together with the other residents of the bedroom, 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 within your Bed space; and your joint use of all appliances and furniture within the Common Areas of the bedroom;
- 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** 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 10:00 AM on the third (3rd) day of the month your Rent is late and you will be charged \$25.00 in addition to your Rent Installment. In addition, beginning with the sixth (6th) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. 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, 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. 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 bedroom 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 **Bedroom** contains other bed spaces in which other residents may reside. If the Bedroom consists of more than one bed space, we have the right, when any bed space within the bedroom is unoccupied, to place a new resident in the unoccupied bed space unless you and all other residents in the **Bedroom** agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bed space. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another bedroom 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 **Bedroom** may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the **Bedroom** 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. SECURITY DEPOSIT. In addition to the Rent you agree to pay, a one-time security deposit equal to three month's rent is required for the use of facilities and service-related functions associated with this Lease (the "Security Deposit"). This fee in no way releases you from the obligation of leaving your Bed space and the bedroom in a good and clean condition, reasonable use and wear excepted. The Security deposit is refundable following the end of your lease, minus any cleaning or maintenance charges needed to restore your bedroom and bed space back to its original condition, and/or the payment of any unpaid fees and charges on your account.

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 your **Bed space**. You will not remove our furniture, fixtures, and/or furnishings from the **Bedroom** 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 **Bedroom** and your **Bed space** 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 **Bedroom** and your **Bed space** as we see fit, in our sole discretion. Further, we have the right to enter your **Bed space** and the **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 bedroom or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the bedroom 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**

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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 Bedroom 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** and **Bed space** should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your **Bedroom** and/or **Bed space**. In the event of such damage or destruction to your **Bedroom** or **Bed space** your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bed space within the Community or reasonably similar accommodation.

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 **Bed space** after completion of all required documentation, or if you abandon or apparently abandon your **Bed space** (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your **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 **Bed space** or the **Bedroom** (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 dormitory 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 **Bed space** or in the **bedroom**.

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 **Bed space** and institute an action for eviction;
- d. Terminate your right to occupy your **Bedroom** or your **Bed space** or both and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the **Bed space**;
- 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. Do any combination of a, b, c, d, e or f.

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 your Bed space and leave the Bedroom 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.** A bedroom 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 bedroom 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 bedroom will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that

may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BED SPACE, THE BEDROOM, THE COMMON AREAS AND THE COMMUNITY, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BED SPACE AND THE BEDROOM 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)**

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WITH REGARD TO YOUR BED SPACE, THE BEDROOM, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BED SPACE AND THE BEDROOM. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your **Bed space**, the **Bedroom** 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 Bed space by other residents of the Bedroom 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 **Bed space** and the furnishings provided in the **Bed space**. In addition, you will be jointly and severally liable for all damages to other shared areas of the **Bedroom** 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 **Bed space** 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 **Bed space** or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your **Bed space** or the **Bedroom**, and you waive any right, statutory or otherwise, to do so. No surrender of your **Bed space** 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 **Bed space** and the **Bedroom**, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, appliances and furniture in the **Bed space** and **Bedroom**, 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 **Bed space** or in the **Bedroom** 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, and will be performed in the County of Alameda in the State of California.

20. GOVERNING LAW. This Lease is governed by and construed according to the laws of the State of California. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

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 Rules & Regulations (and any later written amendments thereto) and the Guaranty, contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

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 **Bed space** 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 **Bed space** and to use the Common Areas of the **Bedroom**. You may occupy your **Bed space** as your private residence and for no other purpose. While you cannot lease any part of your **Bed space** or the **Bedroom** 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 **Bed space** before filling other bed spaces in the Community. It is your

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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 **Bed space** 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 **Bed space** past the Ending Date of the Lease Term or the date on which you are notified to vacate your **Bed space**, then you will be required to pay holdover rent in the amount of \$150.00 per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your **Bed space** and damages from you.

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 **Bedroom**. When the notice applies to more than one resident of the **Bedroom**, 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 and subject to the **Berk on College** Rules and Regulations (including any future amendments thereto) which relate to parking. 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.

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 **The Berk on Arch** 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 **The Berk on Arch**, Allen O'Hara Education Services, Inc. and **EDR BERKELEY LP** 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 **The Berk on Arch**, Allen O'Hara Education Services, Inc. and **EDR BERKELEY LP** 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 **The Berk on Arch**, Allen O'Hara Education Services, Inc. and **EDR BERKELEY LP**, 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.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: _____
Printed Name

OWNER: **EDR BERKELEY LP**

BY: _____
Your Signature

BY: _____
Authorized Signature

DATE: _____

DATE RECEIVED: _____

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The Berk on College 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 Berk on Arch**, 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 following the issuance of a written warning, 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 following the issuance of a written warning and a fine, 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, are 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 **Bed space**, the **Bedroom** 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 **Bed space** or the **Bedroom** or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your **Bed space** or the **Bedroom**. 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 Bedroom.
4. Pets are not permitted in or about the **Bedroom** or **Bed space**, except for animals assisting disabled or handicapped persons. If a pet is found in the Bedroom, 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.
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 **Bedroom**. 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.

INITIALS
RESIDENT _____

MANAGER _____

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 **Bedroom** 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. **Smoking is not allowed in the community.** Smoking is not allowed within 20 feet of any of the building entrances.
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 cards belong to us and must be returned to us by the end of the Lease Term. Charges of \$25.00 per key will be made for each key lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. A returned check charge of \$30.00 will be assessed for any check returned unpaid.
16. No furniture/appliance is to be removed from public areas or from the **Bedroom**.
17. 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.
18. No trash or garbage accumulation is allowed in or around the **Bedroom**. 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.
19. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the **Bedroom** without our prior written consent.
20. As a convenience, we may accept mail/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package.
21. 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.
22. All terms defined in the Lease (e.g., "Bed space" and "Bedroom") shall have the same meaning in the Rules & Regulations.
23. We reserve the right to amend these Rules & Regulations at any time without prior written notice.

INITIALS
RESIDENT _____

MANAGER _____

Resident Overnight Guest Policy

The Berk on Arch strives to create an environment that is safe and comfortable for all Residents. This policy clarifies how Residents and their guests are to conduct themselves in order to ensure that everyone in the community can enjoy their experience at Westminster House. Westminster House Staff reserve the right to address other guest-related issues not stated in this policy or the Residency Agreement.

In recognition that the rooms are primarily for the Resident's occupancy relative to the Resident's enrollment at the University for educational purposes:

1. **Having overnight guests is a privilege, not a right.**
2. **Only one (1) overnight guest is allowed.**
3. All guests are to conduct themselves according to the Rules and Regulations of Westminster House, and each Westminster House Resident is responsible for the behavior of his/her guests.
4. Residents must receive consent from all roommates before inviting a guest to spend the night. Residents are encouraged to discuss their views on overnight guests and respect the preferences of their roommates as outlined in the Roommate Agreement.
5. If a Resident plans to have an overnight guest for more than three (3) consecutive nights, he/she must put the request in writing and submit it to the Housing Office for approval prior to the guest arriving. This request must include all roommates' signatures consenting to the visit.
6. Because guests can be an inconvenience to roommates and also add an additional burden on our facilities, each Resident is limited to 10 nights per semester when they may have an overnight guest.
7. Overnight guests are not permitted to sleep in common living areas.
8. The beds at **The Berk on College** are designed for one person. Thus, we do not condone the sharing of beds.

If a Resident does not follow the conditions of this policy, consequences may include, but are not limited to, the following: Staff may inform the parents, the Resident may be required to pay a \$50 fine, and further guest privileges may be revoked.

Resident: _____ Date: _____

INITIALS
RESIDENT _____

MANAGER _____

PARENTAL OR SPONSOR GUARANTEE

In consideration for, and as an inducement to us in making the foregoing Lease, and for other good and valuable consideration, the receipt and sufficiency of which you understand, Guarantor guarantees absolutely and unconditionally, jointly and severally, to us the full performance and observance of all the agreements and conditions and of any amended, revised or continued lease, to be performed and observed by you, including, but not limited to, the payment of Rent and other amounts payable by you to us, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by you. 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 you. 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. As used in this Guaranty, the term "You" shall also include (i) any party or parties named or defined as such in the Lease, (ii) any and all successors, assigns, and (iii) all other persons and entities claiming by, through or under you. 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 us 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 **California** 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 us, 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 **Alameda** County in the **State of California**.

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): _____

BILLING ADDRESS CITY/ STATE/ZIP CODE TELEPHONE

SOCIAL SECURITY NUMBER CELL PHONE NUMBER EMAIL ADDRESS

DATE OF BIRTH \$ MONTHLY INCOME

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
My commission expires:

[NOTARIAL SEAL]

Your lease can also be witnessed in the absence of a Notary Public in person by The Berk on Arch employee. A government issued ID is required.

Witnessed in person by: _____

Signature: _____ Date: _____