

LEASE CONTRACT

This Lease Contract (this "Lease") is made and entered into on this date identified on page 1 by and between Camden Property Trust d/b/a Camden Miramar, Corpus Christi, Texas (the "Owner") and Resident" identified on page 1, which person shall be a student or a full-time member of the faculty or staff of Texas A & M University – Corpus Christi, and shall be the person residing in the Premises identified below. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- 1. APARTMENT AND PREMISES.** Owner hereby leases to Resident and Resident hereby leases from Owner certain space consisting of one bed and common areas (collectively referred to as the "Premises") in apartment **identified on page 1** (The "Apartment"), which shall consist of the Premises and other beds to be occupied by other residents that have signed a Lease Contract with Owner to occupy portions of the Apartment (such persons shall be referred to as the "Roommates") at the Camden Miramar located at 6515 Ocean Drive, Corpus Christi, Texas 78412. Resident acknowledges that the State of Texas requires that first-time students or transfer students who plan to reside in on-campus must show evidence of vaccination against bacterial meningitis. Accordingly, Resident agrees to get the vaccination at least 10 days prior to moving in to Camden Miramar and submit a copy of the vaccination to the Camden Miramar Office before Resident can take occupancy. If Resident has not received Resident's immunization for bacterial meningitis at least 10 days prior to the beginning of the term of this Lease, Resident acknowledges Resident will not be able to move in to the Apartment for at least 10 days after Resident receives the immunization. Notwithstanding Resident's inability to take possession of the Apartment, Resident will remain responsible for all rents and other obligations under this Lease from the beginning date of this Lease. No persons other than the Roommates and Resident shall have the right to occupy any portions of the Apartment and the Apartment shall only be used for residential purposes. Resident acknowledges that Owner is not responsible or liable for any claims, damages or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.
- 2. RENT.** Resident will pay the first rental payment covering the period from the commencement date through the end of the second calendar month of the term of this Lease on or before the commencement date of this Lease. Thereafter, Resident will pay monthly rental **identified on page 1** in advance and without demand at the on-site office on or before the first (1st) day of each month (the "Due Date"), without a grace period. Rental from commencement of the lease to the end of the month is **identified on page 1**. Checks shall be payable to "Camden Miramar", and shall always include the Resident's name, the apartment number, the month to which rent is being applied. Rent unpaid after the Due Date is delinquent and will authorize the Owner to pursue any rights or remedies allowed by this Lease and applicable law. All individuals signing this Lease as Resident are jointly and severally liable for the obligations of Resident under this Lease, including, but not limited to, payment of rent. If all rent is not paid on or before the third (3rd) day of the month, Resident agrees to **pay an initial late charge of \$25.00 on the 4th day of the month plus \$5.00 per day thereafter for each additional day that payment is delayed**. Resident hereby acknowledges the late fees to be charged to Resident in the event Resident fails to pay rent timely pursuant to this Lease. Resident agrees to pay a charge of \$25.00 for each returned check, plus applicable late charges. All late charges shall be considered liquidated damages and additional rent for Owner's time, inconvenience and overhead (except for attorney's fees and litigation costs) in collecting late rent. Payment of rent shall be independent covenant. At Owner's option and without notice, monies received (other than sale proceeds under paragraph 16 or utility payments subject to governmental regulations) may at any time be applied first to non-rent obligations of Resident, then to rent, regardless of notations on checks or money orders and regardless of when the obligations arose. All rent and other sums due shall be paid by certified or cashier's check, money order, Automated Clearing House on-line bank draft (set-up at www.camdenliving.com) or SandDollar, and shall be by one monthly check rather than multiple checks. Cash will not be accepted. Owner reserves the right to accept partial rent payments; however, such acceptance shall not cure Resident's default of the Lease or waive Owner's right to pursue any remedies as a result of such default including Owner's right to terminate Resident's right to possession of the Apartment. Failure to pay rent when due may also result in a hold being placed on the Resident's academic records, including transcripts and grades, and a hold being placed Resident's ability to register for future classes at Texas A&M University - Corpus Christi. The above rental is for a FURNISHED APARTMENT. Rental for partial months shall be prorated.
- 3. AMENITY FEE.** Resident shall, on or before the beginning of the Contract Term identified on page 1 of this Lease, pay the Amenity Fee (identified on page 1 of this Lease). Resident acknowledges that: (i) the Amenity Fee is due and payable without demand; (ii) is designated to offset certain costs of the Owner associated with providing laundry services available to Resident; (iii) an estimate of the costs associated with such laundry services, not an exact cost of providing such services, which may be more or less during any given period; and (iv) the Amenity Fee is a one-time fee under this Lease. and that Resident acknowledges that Resident may be required to pay another Amenity Fee in connection with any other future lease signed by Resident.

Resident acknowledges that the laundry facilities are to be used by residents only. In the event that resident assists in or facilitates the usage of the laundry facilities by any non-residents, resident shall be in default of this Lease and also shall be responsible for compensating the Owner \$25 (for each occasion on which a nonresident used the facilities), Additionally, Owner shall have the right, but not the obligation, to exercise any rights or remedies associated with Resident's default of this Lease.

4. **ADMINISTRATIVE FEE.** Resident acknowledges that Resident paid an Administrative Fee when Resident submitted Resident's rental application for processing and that the Administrative Fee is: (i) not a security deposit or an advance payment of rent or any other fees or charges; (ii) non-refundable; and (iii) an estimated amount calculated to offset the actual and potential costs of the Owner for application processing and database management during the term of this Lease. Resident acknowledges that Resident may be required to pay other administrative fees to cover database management under extension, renewal or new leases in the event that Resident extends or renews this Lease or signs a new Lease.
5. **LEASE TERM.** The initial term of this Lease shall commence on **date identified on page 1** and end at midnight on **date identified on page 1**. Unless another lease is executed by Owner, Resident shall vacate the Premises and the Apartment and leave the Premises and the Apartment in a clean and rentable condition at the expiration of this Lease without further notice being required to be given from Owner. If Resident holds over beyond the expiration of the lease term (or beyond a different move-out date agreed to by the parties in writing), rent for the holdover period shall be increased by 25% of the then existing rental and Resident shall be deemed to be a tenant at sufferance. Holdover rents shall be due in advance on a daily basis without notice or demand. Resident shall be deemed to be holding over if all keys to the apartment are not turned in to Owner at expiration of this Lease. Camden Miramar reserves the right to deny a request for lease renewal at any time for any reason.
6. **ROOMMATE OCCUPANCY.** Resident acknowledges that the Owner has the right to assign a Roommate to the Apartment at any time in order to (a) replace any individual resident who has failed to enroll in Texas A&M University - Corpus Christi; (b) replace any individual resident who has failed to move into the Apartment within five (5) days after the commencement of this Lease term; (c) replace any individual resident who has vacated or abandoned the Apartment; or (d) occupy the Apartment in conjunction with Resident in order to provide sufficient occupancy to enable payment of total rental for the Apartment in an amount equal to similar apartments at Camden Miramar. Each Roommate's prorata share of the rent shall be determined solely by Owner, in a reasonable manner, and shall take into consideration the number of total occupants in the Apartment and whether the Roommates occupied a bedroom alone or with another resident. If any Roommate fails to pay any sum due or otherwise violates the Lease, Owner may evict such Roommate and assign a replacement Roommate at any time to the Apartment or reassign Resident to another apartment at Camden Miramar. If Resident prefers not to be reassigned, Resident may elect to stay in the Apartment and thereafter be liable for the rent owed by such defaulting or departing Roommate. Roommates or Guests may not stay in the Apartment for more than two (2) consecutive days without Owner's written consent, and not more than four (4) days in any one (1) month. Resident may have a maximum of 2 overnight guests for a maximum of 2 consecutive night, not to exceed 2 separate occasions per month. Provided, however, Resident's roommate can override this policy if the roommate objects to any guest at any time, for any reason. Additionally, all guests must be accompanied by their host at all times while visiting. Subletting, assignment, replacement or change of any Resident will be allowed only upon Owner's prior written consent. In such event, Resident remains fully liable under this Lease but shall receive credit for all rentals paid by succeeding residents. Residents will provide a welcoming environment to sublessees, assignees, replacement residents or changed residents, including but not limited to, providing equal access to common area storage spaces, maintaining clean common areas, etc. In addition to reserving other remedies as a result of Resident's default, Owner reserves the right to relocate Resident at his or her own expense and charge full rent for an apartment in the event Resident fails to provide a welcoming environment, in Owner's opinion.
7. **VIOLATIONS BY GUESTS.** Resident shall be liable for all rent and other lease obligations of the Resident's guests as such term is used.
8. **MOVE-OUT-NOTICE.** At least thirty (30) days written notice of intent to move out must be given by Resident to Owner's Representative, but such move-out notice shall not terminate this Lease or release Resident from any of Resident's obligations. Verbal move-out notice is not sufficient and failure to provide timely notice shall result in forfeiture of Resident's security deposit. Owner's written move-out form should be used. If Owner's move-out form is not used, Resident is responsible for obtaining written acknowledgment from Owner's representative that a move-out notice has been received. The date in a move-out notice cannot be changed without Owner's written consent. Resident is urged to meet with Owner's representative for move-out inspection, using Owner's move-in and move-out inventory and condition forms. Owner's representative has no authority to obligate or limit Owner regarding deductions for repairs, damages, or charges; and any statement or estimates by Owner or Owner's representative are subject to correction, modification, or disapproval by Owner prior to final refunding or accounting.
9. **SECURITY DEPOSIT.** Resident will pay the Security Deposit identified on page 1 on or before the date Resident executes this Lease. The security deposit shall not be considered an advance payment of rent. Upon the occurrence of any default by Resident, Owner may, from time to time and without prejudice to any other remedy, use the security deposit to the extent necessary to make good any delinquency of rent or to pay for any other damage, injury, expenses or liability caused by Resident, or any guest of Resident. Resident shall not receive interest on the security deposit, and Owner may commingle it with other monies of Owner. If Owner shall ever use the security deposit to pay the items described above, Resident shall immediately deposit with Owner additional sums equal to the amount so used and pay Owner any additional amount in excess of security deposit necessary to reimburse Owner for loss or damages. In the event that Resident temporarily vacates

the Premises (during the summer period or for a semester), to the extent that the Security Deposit has not previously been applied by Owner to any amounts due and owing under this Lease by Resident. Owner shall have the right to retain the Security Deposit for Resident's continued occupancy of the Premises after Resident returns.

10. **RELEASE OF RESIDENT.** Unless required by law, Resident will not be released from obligations under this Lease on any grounds including school withdrawal or transfer, voluntary business transfer, marriage, divorce, reconciliation or loss of Residents or Roommates, unless otherwise agreed in writing by Owner. Provided, however, Resident shall have the right to terminate this Lease after Resident signs the Lease as long as: (i) Resident notifies Owner in writing of Resident's decision to terminate the Lease prior to the beginning date of the Lease; (ii) Resident pays to the Owner a \$500 termination fee; (iii) Resident signs Owner's standard form Cancellation of Apartment Rental Contract; and (iv) Resident has not taken possession of the Apartment including moving any of Resident's personal belongings into the Apartment. If Resident enters military service during the term of this Lease or Resident, while in military service, executes this Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Resident shall be entitled to terminate this Lease in accordance with the Servicemembers Civil Relief Act (the "SCRA"). A qualifying resident under the SCRA must deliver to Owner written notice of such termination and a copy of the servicemember's military orders. Oral notice is not sufficient. Any termination under this provision shall become effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. A co-resident that is not a dependent pursuant to the SCRA (which includes the servicemember's spouse) cannot terminate under this provision. After move-out such Resident shall be entitled to return of security deposit less lawful deductions as provided by this Lease. In addition to Resident's right to terminate this Lease prior to the beginning date of this Lease, Resident may have special statutory rights to terminate this Lease early in certain situations involving family violence, sexual assault, sexual abuse or a military deployment or transfer.
11. **UTILITIES.** Rent payments include the following utilities: electricity, gas, water, sewage, internet, basic cable, local phone and voice mail paid to the university. Central garbage collection is also included in rent payments. Resident will pay for any other costs, utilities and expenses and will not allow utilities to be disconnected by any means (including non-payment of bill) until the end of the lease term. Owner may change or install utility lines or equipment serving the Apartment if such work is done in a reasonable manner and does not increase Resident's utility costs. Utilities shall be used only for normal household purposes and not wasted. Resident acknowledges that he/she shall not be entitled to compensation in any manner for interruptions of utility services resulting from scheduled or unforeseen interruptions.
12. **CONDITIONS OF THE PREMISES AND ALTERATIONS.** Resident accepts the Apartment, and fixtures, as is, except for conditions materially affecting health or safety of ordinary persons. Owner makes no implied warranties. A move-in inventory and condition form will be provided to Resident upon move-in. **Within forty-eight (48) hours after move-in, Resident shall note any defects or damages on the form and return it to Owner's representative: otherwise, everything will be deemed to be in clean, safe and good working condition.** This Lease is subordinate to existing and future recorded mortgages. Resident shall use reasonable diligence in care of the Apartment and common areas. Resident may not perform any repairs, wallpapering, carpeting, electrical changes, or other alterations to Owner's property except as authorized by Owner in writing or by statute. No holes or stickers are allowed inside or outside of the Apartment; however, a reasonable number of small holes for picture hanging will be permitted in sheetrock walls and in grooves of wood paneled walls. Alternative picture hanging methods may be required by Owner's rules. No water furniture, antenna installations, additional phone or TV cable outlets, or lock changes (including rekeying or additions of locks) will be permitted except by Owner's prior written consent. Resident will not remove Owner's property, including screens, etc. Upon commencement of this Lease, Owner shall furnish light bulbs of prescribed wattage for lighting by Owner; thereafter, light bulbs will be replaced at Resident's expense. When moving out, Resident will surrender the Apartment in the same condition as when received, reasonable wear accepted. Reasonable wear means wear occurring without neglect, carelessness, accident or abuse.
13. **LIABILITY.** Owner will not be liable to any Resident or guest for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, lighting, wind, explosions, interruption of utilities or other occurrences unless caused by Owner's negligence. Owner will not be liable to any Resident or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism, or other crimes. Resident agrees to use pool, land any other amenity at Camden Miramar at his/her own risk and hereby releases Owner from all claims for any damage or injury to the full extent permitted by law. Residents are strongly urged to secure their own insurance to protect against all of the above. Owner will furnish smoke detectors, locks, and latches as required by statute. Except as required by statute, Owner will not furnish additional smoke detectors, extra locks and latches, security guards or patrols, security lighting, security gates or fences, or other forms of security. Resident agrees to exercise due care for the safety and security of Resident and all persons in Resident's apartment, especially in the use of deadbolts and night latches. Resident acknowledges that any security measures provided should not and will not be treated by Resident as a guarantee against crime. Resident is hereby notified that Resident, Roommates or their guests or occupants shall not disable, disconnect or intentionally damage a smoke detector or remove batteries from smoke detectors without immediately replacing it with a working battery and Resident may be subject to damages, civil penalties and attorneys' fees under Section 92.2611 of the Texas Property Code for not complying within this provision. Owner will test smoke detectors and provide working batteries at lease commencement; thereafter, Resident shall pay for and replace batteries, if any, as needed. If

Owner's employees are requested to render services not contemplated in this Lease, Resident will hold Owner harmless from all liability regarding same. Owner has no duty to remove ice, sleet, or snow, but Owner may do so in whole or in part, with or without notice. All Resident's requests or notices regarding security devices must be in writing. Resident shall be required to pay for repair or replacement of a security device if the repair or replacement is necessitated by Resident's misuse or damage or the misuse or damage of a Roommate or the family members, occupants, or guests of Resident or Roommate, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law. Resident acknowledges that: (1) Owner at Owner's expense is required to equip the Apartment, when Resident takes possession, with the security devices described in Subchapter D of Chapter 92 of the Texas Property Code; (2) a doorknob lock or keyed dead bolt is not required to be installed at the Owner's expense if the exterior doors meet the requirements of Sections 92.153(g) and 92.154 of the Texas Property Code; (3) Owner is not required to install a keyless bolting device at Owner's expense if Owner is expressly required or permitted to periodically check on Resident's well-being or health as provided by Section 92.153(e)(3) of the Texas Property Code; and (4) Resident has the right to install or rekey a security device required by the Texas Property Code and deduct the reasonable cost from Resident's next rent payment, as provided by Sections 92.164(a)(1) and 92.166 of the Texas Property Code.

14. **REPAIRS AND MALFUNCTIONS.** All requests for repairs and services must be in writing to Owners designated representative. Provided, however, to the extent feasible, Owner will attempt to address routine maintenance requests submitted during regular office hours to the office in person or to ext. 5000 or requests made through the property's online service request system. If Resident has a maintenance emergency after regular office hours, Resident agrees to contact UPD at ext. 4444 to have on-call maintenance personnel contacted. Resident shall report any pest control problems to the management office. Owner may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident shall notify Owner's representative immediately. Resident shall be liable for initial damages and subsequent damages that occur as a result of failure to report items in disrepair. In case of malfunction of air conditioning or other equipment, Resident shall notify Owner's representative as soon as possible, but no later than the next business day. **Resident shall promptly notify Owner in writing of water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which materially affects health or safety.** Owner shall act with diligence in making repairs and reconnections, and rent shall not abate during such periods. If fire or catastrophic damages are substantial in the Owner's reasonable judgment, Owner may terminate this Lease within a reasonable time by giving written notice to Resident. If this Lease is so terminated, Owner shall refund prorated rent and all deposit(s) less lawful deductions.
15. **REIMBURSEMENT.** Resident shall promptly reimburse Owner for any loss, damage, or cost of repairs or service caused in the Apartment or community by improper use or negligence of Resident or Resident's guests. Unless the damage or stoppage is due to Owner's negligence, Owner will not be liable for and Resident shall pay for repairs, replacement costs and damages to the following: (a) damage to doors, windows, or screens; (b) damages from windows or doors left open; and (c) damages from wastewater stoppage caused by foreign or improper objects in lines exclusively serving Resident's apartment. Owner's delay in demanding rent, damage reimbursement, late payment charges, returned check charges, or other sums due by Resident shall not be deemed waiver, and Owner may require payment of same at anytime, including deduction from security deposit. Owner may require advance payments of repairs for which Resident is liable.
16. **NO PETS.** Except for service animals, **no pets are allowed (even temporarily)** anywhere in the apartment or apartment community without Owner's prior written authorization. Resident must have appropriate documentation for service animals. Feeding stray or unauthorized pets is prohibited. Pet prohibitions apply to all mammals, reptiles, amphibians, birds, and insects. Violation of the above by Resident or Resident's guests with or without Resident's knowledge or permission, will subject Resident for the fees, charges, damages, eviction, and other remedies of this Lease. Owner may remove an unauthorized pet if 24 hours prior written notice of intent to remove the pet is left in a conspicuous place in the Apartment and if the procedures of section "When Owner May Enter" are followed and Owner may turn the pet over to a humane society or local authority.
17. **WHEN OWNER MAY ENTER.** If Resident, a Roommate, or Resident's guest is present, servicemen or Owner's representatives may peacefully enter the Apartment during reasonable times for the purposes listed below. If no one is in the apartment, then repairmen, servicemen, or Owner's representatives may enter peacefully and at reasonable times by duplicate or master key (or by other means if locks have been changed in violation of this Lease) if (a) written notice of such entry is left in a conspicuous place in the apartment immediately thereafter, and (b) such entry is for responding to Resident's request, repairs, estimating repair, or refurbishing costs, pest control, preventive maintenance, filter changes, retrieve unreturned tools or appliances, preventing waste of utilities, exercising contractual lien, leaving notices, delivering, installing, or replacing appliances, furniture, equipment or security devices, removing or rekeying unauthorized locks or latches, removing unauthorized window coverings, removing unauthorized pets, retrieving property owned or leased by former Residents, inspections when imminent danger to person or property is reasonably expected, entry by a law enforcement officer with a warrant, showing the Apartment to prospective Residents (after move-out notice has been given), showing the Apartment to government inspectors, fire marshals, lenders, appraisers, prospective purchasers or insurance agents, or for any other reason permitted by this Lease. **Additionally, the owner retains the right to enter and regularly**

inspect the Apartments to ensure compliance with policies and provision related to health, safety and community policies.

18. **DEFAULT BY OWNER.** Owner agrees to act with diligence to (a) keep common areas reasonably clean; (b) maintain fixtures, hot water, heating and/or air conditioning equipment; (c) remain in substantial compliance with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (d) make all reasonable repairs, subject to Resident's obligation to pay for damages caused by Resident or Resident's guest. If Owner violates the foregoing and if the statutory notice of repair, time for repair, and all other requirements of Section 92056 of the Texas Property Code are fully satisfied, Resident shall be entitled to the remedies authorized under such statute including Resident's right to: (i) terminate this Lease according to Section 92.056; (ii) have certain conditions repaired or remedied according to Section 92.0561; (iii) deduct the cost to repair or remedy from the rent in accordance with Section 92.0561; and (iv) obtain judicial remedies according to Section 92.0563.

19. **DEFAULT BY RESIDENT.** Resident shall be in default of this Lease if: (i) Resident fails to pay rent or other amounts owed by Resident under this Lease; (ii) Resident or Resident's guests violate this Lease, Community Policies, rules and/or policies of Texas A&M University - Corpus Christi, or fire prevention, health or criminal laws; (iii) Resident is arrested for any sex-related offense or an offense relating to the actual or physical harm to another person or for possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substance Act or if same are found in the Apartment; or (iv) without Owner's written consent: (a) Resident moves out, removes property in contemplation of moving out, or gives verbal or written notice (in person or by co-resident) of intent to move out prior to the end of the lease term or renewal period; and (b) rentals for the entire lease term and renewal period have not been paid in full.

If Resident is in default, Owner may (with or without demand for performance) terminate Resident's right of occupancy by giving Resident one day's written notice to vacate. Termination of possession rights by Owner shall not release Resident from liability for damages, the reletting fee identified below or future rentals. After Owner gives notice to vacate or after Owner files eviction suit, Owner may still accept rent or other sums due; and such notice, filing, or acceptance will not waive or diminish Owner's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Owner's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent, Resident acknowledges Owner's right to change the door locks or restrict access of the door to the bedroom which is part of the Premises or terminate utilities furnished and paid for by Owner, or both, pursuant to applicable statute. Owner may report unpaid rental or unpaid damages to local credit agencies for recordation in Resident's credit record. To the extent allowed by applicable law, Owner may request the assistance of Texas A&M University – Corpus Christi in collecting rent or other sums due including exercising administrative actions as appropriate including without limitation, the withholding of transcripts or grades.

In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a reletting fee equal to one month's rent to offset the costs of reletting the Premises; (ii) all monthly rentals and other charges which are payable during the remainder of the term of this Lease or 60 days, whichever is greater, which rentals and other charges shall be accelerated automatically without notice and shall be immediately due and delinquent; (iii) the payment of rental concessions, if any (free or reduced rent provided at the commencement of or during this Lease); and (iv) any other sums that may be due pursuant to this Lease or applicable law; Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Premises. Such damages are uncertain and difficult to ascertain. **Camden Miramar also reserves the right to request that the University place a hold on the Resident's academic record to the extent allowed by law and the University's policies and procedures until such time that all balances owed Camden Miramar are paid in full.**

If Resident abandons the Apartment or is evicted, any subsequent rentals received by Owner from reletting the apartment shall be credited against Resident's liability for future rentals (and against any judgment for accelerated rentals); however, Owner shall have no obligation to relet the Apartment unless provided by statute.

20. **CONTRACTUAL LIEN AND ABANDONMENT.** All personal property in the Apartment (except property statutorily exempt by Section 54042 of the Texas Property Code) is subjected to a contractual lien to secure payment of delinquent rent. "Apartment" includes interior living areas, exterior patios and balconies and storerooms used or possessed by Resident. To exercise the lien, Owner's representative may peacefully enter the Apartment and remove and store all property subject to lien. Written notice of entry shall be left in the Apartment in a conspicuous place, along with a list of items removed. All property found in the Apartment is presumed owned by Resident unless proven to be owned by a Roommate or another person. If any property is stored by Owner under its contractual lien rights or otherwise, Owner shall not be liable for casualty loss or theft. In all cases, Resident is liable for payment of reasonable charges for packing, removal, storage, and sale of property removal or stored by Owner.

21. **CLEANING.** The Apartment, including windows, furniture, bathrooms and kitchen appliances, must be cleaned thoroughly by the resident. The Apartment and other areas reserved for Resident's private use shall be kept clean and sanitary by Resident at all times. If Resident fails to clean in accordance with the above, Resident shall be liable for reasonable charges to complete such cleaning. This includes charges for cleaning carpets, draperies, furniture, walls. Etc. which are soiled beyond reasonable wear and tear. Once a year Owner may undertake repairs, replacements and painting of each Apartment

leased hereunder in the same manner and to the extent as other apartments being made ready for lease to new residents. If such cleaning is necessitated during the period of occupancy, the Resident agrees to be relocated, at owner's discretion, to a comparable unit while cleaning/repairs are exacted, without any additional compensatory claims. **Following the move-out of any Resident assigned to an Apartment, an inspection of the Premises will be conducted for the purpose of assessing any damages and/or unsanitary conditions. The cost associated with any items determined to be in need of repair/cleaning will be defrayed among all Roommates assigned to the Apartment at the time of the move-out.** MOVE-OUT CLEANING INSTRUCTIONS (available in the Camden Miramar office) shall be followed.

22. **OTHER CHARGES.** Resident shall be liable for the following charges, if applicable; any unpaid sums due under the Lease; unpaid rent; unreimbursed service charges, damages or repairs to the Apartment or its contents (beyond reasonable wear); replacement cost of Owner's property which was in or attached to the Apartment and is missing; utilities for repairs or cleaning; trips to let in company representatives to remove Resident's telephone or TV cable services or rental items (if Resident requests same or has moved out); trips to open Apartment when Resident or occupant has lost or forgotten key; key duplicate; unreturned keys; insufficient light bulbs; stickers, scratches, bumps, stains, or unapproved holes; removing or rekeying unauthorized locks or latches; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to Owner's negligence; late payment and returned check charges; a charge (not to exceed \$100) for Owner or Owner's representative's time and inconvenience in the lawful removal of a pet or in any valid eviction proceeding commenced against Resident, plus attorney's fees, court costs, and filing fees actually expended; and other lawful deductions. If all keys are not returned or if rent has been accelerated or if Resident is evicted, charges may be made for change of door locks and new keys.
23. **MULTIPLE RESIDENTS.** Each Resident is jointly and severally liable for all rent and other lease obligations of Resident. Violations of the Lease by Resident, or Resident's guest shall be considered a violation by Resident. Any request or notice from Owner to any Resident constitutes notice to all Residents. Notice from any Resident (including notices of lease termination, repair request and entry permissions) shall be deemed to be from all Residents. In eviction cases, any one of multiple Residents shall be considered the agent of all other Residents in the apartment for purposes of judicial service of eviction. Security deposit refund check and any deduction itemizations may be mailed to Resident.
24. **DELAY OF OCCUPANCY.** If at commencement of the lease term, occupancy will be delayed because of construction, repair or cleaning, or prior resident holding over, Owner shall not be liable to Resident for such delay, and this Lease shall remain in force subject to (a) abatement of rentals on a daily basis during delay, and (b) Resident's right to terminate as set forth below. Such termination must be in writing. After such termination, Resident shall be entitled only to refund of deposit(s) and any rental paid. Such rent abatement or lease termination shall not apply if delay is due to cleaning or repairs which do not prevent Resident's occupancy. If Owner has not given notice of delay, as set forth below, Resident may terminate up to the date the Apartment is ready of occupancy, but not thereafter. If Owner gives written notice to any one Resident on or after a lease commencement date and if such notice states that occupancy has been delayed because of construction or prior resident's holding over, and that the Apartment will be ready for occupancy on a specific date, Resident may terminate this Lease within three (3) days after any one of such Resident's receives such written notice, but not thereafter. If Owner gives written notice to any one before lease commencement date and if such notice states that construction delay is anticipated and that the Apartment will be ready for occupancy on a specific date, Resident may terminate this Lease within seven (7) days after any one of such Residents receives such written notice, but not thereafter.
25. **MOLD. Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth.** Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Apartment including the Premises clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Premises and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Apartment including the Premises through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain the Apartment including the Premises in accordance with this provision.
26. **PARKING.** All vehicles, including those owned or operated by Resident or Resident's guests, must have a Texas A&M University - Corpus Christi/Camden Miramar on-campus housing parking permit. Guests must register their vehicles and obtain a guest-parking permit at the front entrance kiosk or at the TAMUCC Police Department. Guests must park in the designated guest parking area. Otherwise, there are no assigned parking spaces. Unauthorized or abandoned vehicles may be towed at the expense of the owner or operator in accordance with state statute. Unless otherwise approved by Owner in writing, Resident shall not park more than one motor vehicle in the apartment community at any one time. In addition to the other rights that Owner has to tow vehicles in the apartment community pursuant to applicable law, Owner shall have the

right to tow a vehicle that does not display an unexpired license plate or registration insignia or a valid inspection certificate by complying with applicable law including giving the owner or operator of the vehicle at least 10 days written notice that the vehicle will be towed from the apartment community at the vehicle owner's or operator's expense if it is not removed from the parking area.

27. **METHOD OF NOTICE.** All notices for Owner must be in writing and either hand delivered or sent by certified mail, return receipt requested to the on-site manager at the address below Owner's signature unless specifically provided otherwise in this Lease. Notice to Resident for any reason under this Lease shall be proper if given by first class mail, certified mail, return receipt requested, overnight delivery, telefax, electronically transmitted to the e-mail address provided by Resident or assigned/provided by Texas A & M University – Corpus Christi, affixed to the inside of the main entry door of the Premises or Resident bedroom, as applicable and appropriate or by hand delivery to Resident at the address of the Apartment or Resident's campus box number (or Resident's address indicated in the Rental Application if such notice is given before the commencement of the term of this Lease).
28. **CREDIT INFORMATION.** Resident acknowledges that Owner, in agreeing to lease the apartment to Resident, will rely on personal and financial information provided by Resident in a written application. In accordance with the Privacy Act, Freedom of Information Act, and the Fair Credit Reporting Act, Resident expressly authorizes any past or present employer, any law enforcement agency, Texas A&M University - Corpus Christi, or any person who has personal knowledge of Resident's character, criminal record, or financial condition, to release the information to Owner. Resident hereby releases all such persons from liability as a result of true and accurate information provided to Owner. Resident represents that all of the information provided in Resident's rental application is true and complete and authorizes the verification of same and the performance of a credit check on the Resident as appropriate by any means. **Resident acknowledges that false information provided in a rental application may constitute grounds for termination of right of occupancy.** Resident further acknowledges that an investigative consumer report including information as to character, general reputation, personal characteristics and mode of living, whichever are applicable, of the Resident may be made and that any person on which an investigative consumer report will be made has the right to request a complete and accurate disclosure of the nature and scope of the investigation requested and also has the right to request a written summary of the persons rights under The Fair Credit Reporting Act. Resident hereby authorizes Owner or Owner's agents to obtain and also hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under this Lease or for any other permissible purpose.
29. **CONDUCT. Resident and Resident's guests shall comply with written rules (Community Policies) adopted from time to time by Owner and all additional rules and policies of Texas A&M University - Corpus Christi, all of which shall be considered part of this Lease.** Owner may make reasonable changes to its Community Policies, which changes are effective immediately upon delivery to resident. Resident agrees that Resident or Resident's guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the apartment community; (iii) disturb or disrupt the business operations of the apartment community; (iv) engage in or threaten violence; (v) display, discharge, or possess a gun, knife or other weapon in a way that may alarm others; (vi) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit and Premises or anywhere else at the property; (vii) operate a business in the Apartment or at the property; or (viii) bring or store hazardous materials in the Unit and Premises or at the property. Resident is liable to Owner for damages caused by Resident's guests. Passageways shall not be obstructed or used for any purpose other than entry or exit. The Apartment and other areas reserved for Resident's private use shall be kept clean and sanitary by Resident. Portable washers and dryers are not permitted in the Apartment. Resident shall not permit signs, posters, murals, banners or similar items to be displayed in the windows or on the exterior of the Apartment. Resident and all guests shall maintain order in the building and grounds. Musical equipment or devices are not to be played in such a manner as to disturb other residents. Resident is responsible for the actions of Resident's guest, and any other person related to or affiliated with Resident. Owner has the right to determine what constitutes disorder, or interference with the rights and comforts of other residents, including roommates. In the event that Owner determines that Resident has interfered with the rights or comforts of other residents including roommates of Resident, Owner shall have the right, but shall not be obligated to, in addition to any other rights Owner has as a result of Resident's default, to relocate Resident to another apartment unit in the apartment community. Owner may regulate use of patios, balconies and porches. For sanitary purposes, trash should not be stored inside or outside the Apartment. All trash must be disposed of in designated containers in a timely manner. If Resident violates trash rules, Owner shall have the right to charge Resident a fee of \$25 per violation as liquidated damages to offset cost associated with having to pick-up trash in the apartment property. Laundry rooms and other improvements, existing from time to time, are to be used with care and in accordance with posted rules and instructions. Owner may regulate the manner, time, and place of all parking. Owner may regulate, limit or prohibit from the apartment community the following: motorcycles, bicycles, skateboards, recreational vehicles, boats, trailers, vehicles which are inoperable due to flat tires or missing parts, or which do not have an unexpired license or inspection sticker. Furniture movers, delivery men, solicitors and guests who, in the Owner's reasonable judgment, have been disturbing the peace, disturbing other residents, or violating this Lease or apartment rules may be excluded from the apartment community. Owner may tow vehicles parked in an unauthorized fashion pursuant to statute. No business or childcare services may be operated in or from the Apartment. Upon payment of a reasonable charge, Resident may require

Owner to change (or rekey) any door lock or install a deadbolt lock, night latch, sliding door pin-lock or door viewer (peephole) if same do not already exist. A Resident's spouse, or co-Resident, who has permanently moved out according to an affidavit by remaining Resident, is (at Owner's option) no longer entitled to occupancy or keys. Keys may not be duplicated without Owner's written consent. Resident may not change locks on any entry door without permission of the Owner. If permission is given, a key must be provided to the office. Resident shall pay a \$20 lock out fee anytime Owner or Owner's representative is asked to let Resident into the Apartment after regular office hours. Resident understands that Owner has no obligation to be available to let Resident in after office hours; however, if Owner does, Resident shall pay the lock out fee.

30. **COMMUNITY POLICIES.** Resident shall comply with the following community policies:

- a. **BICYCLES:** Bicycles may be ridden on paved areas only, not in the grass or sidewalks, in breezeways, etc. Bicycles may not be secured to stair rails, hand rails, light posts, sign posts, etc. Improperly secured bicycles shall be subject to removal at the bicycle owner's expense. Owner shall not be liable for resultant damages to locks or bicycles.
- b. **PATIOS, BALCONIES, AND GROUNDS:** The sidewalks, steps, and stairways shall not be obstructed or used for any purpose other than those of ingress or egress. Residents shall not hang, display, or expose to public view, any clothing, laundry, mops, brooms, hammocks or other items inconsistent with the decor and atmosphere of the apartment community. Furniture, provided with the Apartment, is to remain indoors at all times. Patios and balconies must be kept clean and free of debris at all times. Should management deem it necessary to remove items from these areas, Resident will be assessed a clean-up fee of no less than \$50.00 per incident as liquidated damages, for such action. Additionally, such action will be considered a violation of the Lease and Owner shall be entitled to pursue all rights and remedies. No antennas or satellite dishes of any type are permitted to be installed on the exterior of the building outside the boundaries of an Apartment. Additionally, Resident shall not smoke within 25 feet of a residential building entrance on the property.
- c. **WINDOWS:** To keep the overall appearance of the property attractive, foil, solar screen, masking tape, or any other foreign objects cannot be used on the windows. In addition, neither colored blinds nor colored drapes are allowed to be visible from the outside of the Apartment. No materials or items may be affixed to or displayed in windows or glass doors, unless approved in writing by management. No furniture, equipment or other similar items may be placed in front of windows that would obstruct the path to the window from the interior or prevent the windows from functioning as a secondary point of egress from the apartment. Windows or doors may not be left open when air conditioning or heating functions are in operation. If Resident wishes to open windows or doors for the circulation of air, Resident shall turn the AC unit "off" to avoid damage to the Apartment.
- d. **QUIET HOURS:** Stereos or television sets should not be able to be heard outside of the apartment at any time. Quiet hours of 11:00pm – 9:00am for weekdays (Sunday through Thursday evening) and 1:00am – 9:00am for weekends (Friday and Saturday evenings) are imposed and monitored in order to ensure the community's ability to sleep and study.
- e. **PROPER USE OF FACILITIES AND EQUIPMENT:** Resident must not alter the Apartment nor change any partitions, doors or windows, nor add locks, paint, wallpaper or contact paper or put screws or hooks into the walls or ceilings or mirrored tiles. Indoor clay pots must have plastic bowls or saucers. Pictures are to be hung with small picture hooks. Do not use commodes, drains, or other plumbing fixtures for any purpose other than those for which they are intended. Foreign objects, materials or substances are not to be disposed of in commodes. Do not empty ashtrays, grease, string, metal objects or any non-food items into garbage disposals. Resident shall be responsible for damages done to common area appliances, property, facilities or furnishings perpetuated by residents, occupants, guests or invitees.
- f. **SWIMMING POOL:** The conduct of persons in the use of the pool shall be such that it will not endanger the safety of others. Posted pool rules are to be followed. NO glass containers or pets are allowed in the pool areas. Resident shall not have more than two (2) guests at the pool at one time unless permission is secured from the Owner. Resident must accompany guests to the pools. Only proper swimwear is permitted in the pools, no cut-offs. Radios are to be played where volume does not interfere with office operations or bother other residents. Resident acknowledges that they and their guest engage in use of all facilities at their own risk.
- g. **RECREATION CENTER:** Resident understands and agrees to use the facilities at Resident's own risk and neither Owner nor Owner's representative is liable to Resident, occupants, guests or invitees for personal injury, damage or loss. Resident is liable to the Owner for any and all damages caused by Resident or Resident's guests or occupants. Any misuse of the facilities is to be reported to the Owner. Resident acknowledges that they and their guest engage in use of all facilities at their own risk.
- h. **BARBECUE GRILLS:** No personal barbecue grills are allowed. Only grills provided by Owner may be utilized. The conduct of persons in the use of the grills shall be such that it will not endanger the safety of others. Resident acknowledges that Resident, occupants, guests or invitees engage in use of all facilities at their own risk.
- i. **WEAPONS:** Under **NO** circumstances are weapons, ammunition or explosives permitted in the Apartment or on the property. This ban includes both defensive and offensive weapons, any devices which discharge or fire a projectile of any type, as well as those used in the martial arts or archery.
- j. **HURRICANE PREPAREDNESS:** In accordance with the Texas A&M University - Corpus Christi Hurricane Defense Plan, all students may be required to leave the island upon notification by university authorities. In the

event of an elected or forced evacuation, the Resident shall not be entitled to any rent depreciation, suspension or reduction. Reoccupation of the facilities following such an evacuation shall be permitted only upon the authorization of university authorities.

- k. **ALCOHOL:** Use of alcohol, whether possession or consumption, is restricted to those individuals of legal drinking age in the state of Texas and may be consumed only in the privacy of one's apartment. In accordance with university policy, the consumption of alcoholic beverages or the possession of alcoholic beverages in public areas of the campus (including the Camden Miramar community) is prohibited. In addition, the possession or consumption of alcoholic beverages is prohibited on the patios or balconies of the Camden Miramar apartments and interior public areas of the Camden Miramar residence halls. Furthermore, kegs or other equivalent large quantities of alcohol are not permitted. Alcohol shall not be permitted within an apartment where one or more of the residents is not of legal age to possess alcohol except in the confined bedroom area of resident who is of legal age. Irresponsible drinking or behavior will constitute a violation of the Lease and Owner shall be entitled to pursue all rights and remedies.
- l. **FIRE HAZARDS:** Smoking will not be permitted inside any Camden Miramar building. No open flames of any type are permitted for any reason. Additionally, no items intended for such purpose are permitted on the premises. This includes candles, kerosene lamps, oil lamps, etc. Additionally, no items that create embers or ashes, i.e. incense, are permitted on the premises. All ignited smoking materials must be attended to at all times. Extension cords without a surge suppressor used as permanent wiring or electrical outlets are not permitted. Torchere halogen lamps are prohibited (*violations will result in a minimum fine of \$50 per occurrence*) and constitute a violation of the Lease.
- m. **DRUGS:** The discovery of involvement in or unreported knowledge of the possession, use, sale or distribution of such substances or paraphernalia, to or by Resident, occupants, guests or invitees may subject Resident to immediate termination of Resident's right to possession of the Apartment and eviction, as well as referral to TAMU-CC police authorities and TAMU-CC Student Affairs' Judicial Affairs.

31. **GENERAL.** No oral promises, presentations or agreements have been made by Owner or any Owner's representative. This Lease is the entire agreement between the parties. Owner's representatives (including management and leasing personnel, employees, and other agents) do not have any 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 Owner or Owner's representatives unless done in writing. No action or omission of Owner's representative will be deemed a waiver of any subsequent violation, Default, or time or place of performance. Exercise of one remedy will not constitute an election or waiver of other remedies. All of Resident's statements in the rental application were relied upon by Owner in executing this Lease and any misinformation therein shall be cause for termination by Owner of Resident's right of occupancy. Resident may not withhold rent or offset against rent. All lease obligations are to be performed in Corpus Christi, Nueces County, Texas. Unless otherwise stated in this Lease, all sums owed by Resident are due upon demand. Owner's delay or non-enforcement of rental due date, acceleration, contractual lien, or other rights shall not be a waiver under any circumstances. This Lease is binding on subsequent Owners. In lawsuits seeking only contractual or statutory remedies, the prevailing party shall recover attorney's fees and all other litigation costs from the non-prevailing party. All unpaid amounts shall bear interest at the lesser of the maximum non-usurious rate or 18% per annum from the date, compounded annually. Any invalid clause shall not invalidate the remainder of this Lease. Paragraph headings are only for information and do not limit or amplify the provisions of this Lease. Resident acknowledges liability under this Lease for the acts and omissions of its guests. Pursuant to Section 92.202(b) of the Texas Property Code, Resident's request for information on the ownership or management of the Apartment must be in writing.

32. **COPIES.** This Lease has been executed in multiple copies, one for Resident and one or more for Owner.

Resident:

Owner or Owner's Representative:

Signature

Signature

Printed Name

Printed Name

Date

Date

Guarantor's Acknowledgement
(applicable only if Lease is guaranteed by a third party)

The Guarantor named below (the "Guarantor") will sign a separate guaranty agreement under which Guarantor will guarantee the obligation of Resident for the full term of this Lease. Additionally, Guarantor acknowledges and agrees that Guarantor's obligations as guarantor will continue for all renewals of the Lease through _____, which shall be the last date on which the renewal of the Lease will renew the obligations of the Guarantor. The Guarantor is liable under a renewal of the Lease that occurs on or before the date indicated above and the Guarantor is liable under a renewal of the Lease only if the renewal involves the same parties as the original Lease and does not increase the Guarantor's potential financial obligation for rent that existed under the original Lease.

Guarantor:

Signature: _____

Name Printed: _____