

RESIDENTIAL LEASE
FOR LOFT, APARTMENT, OR PRIVATE RESIDENCE

THIS LEASE is made on the _____ day of _____, 20__

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: College Town Communities TENANT(S): _____
Address: P.O. Box 222 Address: _____
Southeastern, PA 19399 _____

1. Leased Premises. The Leased Premises are those premises described as:

2. Term. Term of the lease shall be for a term of _____ month(s) beginning on the _____ day of _____, 20__ and ending Midnight on the _____ day of _____, 20__.

3. Rent. The monthly rental amount for the Leased Premises is \$ _____ per person per semester. \$500 per person of the first semester rent is due on April 1, 2012. The balance of the first semesters rent is due by August 1, 2012. The second semester is due by December 15, 2012 at the Landlord's address listed above. Rent will not be prorated for partial months. Landlord need not give notice to the Tenant regarding the Tenant's obligation to pay rent.

Rent is an additional \$100 if not paid by the 5th of each month. Tenant agrees to pay a fee of \$35 for any check that is not honored by the bank. Landlord reserves the right to require future rent checks to be in the form of cash, money order or certified check. Rent is payable for the entire term of the lease, regardless of whether you vacate the premises before the ending date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents, poor health, or financial aid issues. At our option, we can accept a partial payment of rent, but we do not waive our rights to collect and enforce the payment of the remainder.

4. Security Deposit. Upon Tenant's execution of this Lease, Tenant shall make a security deposit of \$ _____ to Landlord in order to ensure that Tenant complies with all terms and conditions of the Lease. This Security Deposit holds the apartment for the tenant until they take occupancy. Once lease is signed, and security deposit has been paid, the Security Deposit is non-refundable until the tenant completes the terms of this Lease. There is a \$100 non-refundable technology fee that is included in this security deposit payment. If Tenant fully complies, Landlord will return the security deposit within 4 (four) week(s) after the date Tenant delivers possession of the Leased Premises to Landlord. If Tenant does not fully comply with the terms of the Lease, Landlord may use security deposit to pay amounts owed by Tenants, including damages. The return of the security deposit is subject to, but not limited to, the following conditions: Full term of lease has ended, Landlord was supplied a forwarding address by Tenant, all rent and fees are paid in full, all keys have been returned, all items have been removed, the entire leased property has been cleaned including appliances, light fixtures have been cleaned and bulbs replaced where needed. Two periodic inspections throughout the year may be conducted to assess the condition of your apartment to insure that your current security deposit account is adequate enough to fully cover any damages. If necessary, we may request that you deposit the funds needed to restore the security deposit to its full amount. Damage to your bedroom and its furnishings are your sole responsibility; damage to the common areas and its furnishings and appliances are the joint and several responsibility of all residents of the Apartment.

5. Default/Abandonment. If Tenant defaults in payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure such default. If Tenant fails to cure such default in 10 days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises and remove the Tenant, all other occupants and their possessions and any costs incurred by the Landlord in enforcing these rights shall be deemed additional rent.

If Tenant abandons or vacates Leased Premises during the term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at Landlord's option, relet the Leased Premises. If Landlord elects not to relet the Leased Premises, Tenant shall be liable for the remainder of the rent due under the Lease until its expiration. If Landlord relets the Leased Premises but is unable to relet the Leased Premises for as much rent as would have been paid by Tenant during period between Tenant's abandonment and the end of the Term, Tenant shall be liable to the Landlord for the difference. Landlord may also dispose of any property left by the Tenant after abandonment without liability and apply the proceeds to reduce such difference.

6. Occupants. The Leased Premises shall be occupied by the following person(s):

We make no representation or warranties as to the compatibility or conduct of any roommates placed in the apartment. In no event are we liable for any damages, whether direct or indirect, arising out of, or relating to the conduct of any of your roommates or guests. No other persons shall occupy the Leased Premises without the advance written consent of the Landlord. The authorized occupants may only use the Leased Premises for residential purposes and may not use the premises for commercial or business purposes.

7. Repairs. Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by or required as a result of any acts or neglect of Tenant, Occupants, Invitees, or guests. If Tenant fails to make needed repair or replacement, landlord may do it and add the expenses to the rent. Any requests for repairs must be made in writing via email to the Management.

8. Partial or Total Destruction of Leased Premises. If the Leased Premises are partially damaged or completely destroyed by a fire or other occurrence that is not caused by the Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord may elect to : (1) repair or rebuild the Leased Premises during the period of untenability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage.

9. Alterations. Tenant must not alter or install any paneling, flooring, partitions, railings, or make any other alterations. Tenant may not paint. Tenant must not alter the plumbing, ventilation, air conditioning, heating, or electric systems, or any other part of the building whatsoever. Any alterations illegally made will be fully chargeable to the tenant, and will be required to be brought back to original condition at Tenants sole expense.

10. Maintenance of the Leased Premises. Tenant shall, at Tenant's expense, maintain the premises in a clean and sanitary condition at all times. If during the periodic inspections, or at any other time, the Landlord feels it necessary for an apartment to be cleaned because of continued neglect, the Landlord may, at the tenants expense, schedule a professional cleaning crew to clean the apartment. Tenant is responsible for the condition of the premises and ensuring that how the premises is used does not affect the condition of the leased premises and/or any surrounding units in the building (i.e. smells or odors from cooking, smoking, candles, incense, etc; loud noises from music, TVs, games, etc.) Tenant is responsible for replacing any burnt out light bulbs, and you are required to use CFLs only. You must not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorney's fees under state law. After moving in, you are responsible for keeping the smoke detector in working order. We can require that you pay in advance all costs relating to the replacement or repair of a security device, if due to your misuse or damage. At the end of the term, Tenant will leave the Leased Premises clean and in good condition, with the exception of ordinary wear and tear. Tenant shall remove all belongings and surrender all keys to the Landlord upon expiration of this Lease.

We are not liable to you for any personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft vandalism, or surges or interruption in utilities, except to the extent that such injury, damage or loss is caused by our gross negligence. We have no duty to remove ice, sleet, or snow, but we may do so in whole or part, with or without notice to you.

11. Assignment/Subletting Restrictions. Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

12. Utilities/Services. All utilities are included in this lease. That includes water, sewer, refuse, snow removal, lawn care, cable, internet and electric. Management will have the sole discretion to select utility providers, except where prohibited by law. These utilities are expected to be within a normal range and the tenant is expected to live responsibly and monitor their utility use. The tenant is responsible for excessive charges, if experienced, for each utility. The tenant will be charged for the following, and should be included in the next month's rent: water & sewer in excess of \$40 per month, refuse charges for bulk item removal (needs to be scheduled with the refuse department), electric bills in excess of \$50 a month for single and double units and \$125 a month for three person units. Such payments will be considered additional rent. (Tenant is responsible for the payment of cable and internet fees directly to the provider, if contracted by tenant.) We are not liable for any losses or damages you incur as a result of outages interruptions, or fluctuations in utilities provided to your apartment unless such loss or damage was the direct result of gross negligence of management or its employees.

13. Landlord's Right to Enter. Landlord may, at reasonable times, and without notice, enter the Leased Premises to inspect it, to make repairs or alteration, and to show it to potential buyers, lenders, or tenants. This includes our respective agents, employees, repairers, servicers and representatives

14. Pets. Tenant may not bring or keep pets in the Leased Premises. Any Tenant found in violation of this section of the lease will be fined a rate of \$50 per day until the pet has been removed from the premises.

- 15. Laws and Regulations.** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases the Landlord's insurance premium.
- 16. Legal fees.** If Landlord is successful in a legal action or proceeding between Landlord and tenant relating to the no-payment of rent or recovery of possession of the Leased Premises, Landlord may, to the extent legally available, recover reasonable legal fees and costs from the Tenant, and such fees and costs recovered shall be deemed additional rent.
- 17. Inspection Prior to Occupancy.** Tenant has inspected the leased Premises, and agrees that the Leased Premises, and all improvements, are in good, habitable condition as of the date of this lease, or prior to occupancy should the apartment not be available to be shown at this time.
- 18. Quiet Enjoyment.** If Tenant promptly pays rent and obeys all of the terms of this lease, the Tenant may remain in and use the Lease Premises without interference by Landlord. Enjoyment of the premises is predicated on the fact that there will be no noise pollution caused by such activities that would affect your neighbors.
- 19. Binding Obligations and Entire Agreement.** This lease agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this Lease and affirm that this lease contains the entire and only agreement between the parties.
- 20. Joint and Several Obligation.** If more than one person executes this lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this Agreement. This means that if any one person fails to pay rent, or uphold the responsibilities listed in this contract, the Landlord can make one or all tenants pay the full amount of rent owed. It is our practice that we only pursue the tenant that is in direct violation of the lease terms.
- 21. Keys** You will be provided a key to your building, apartment and laundry facility (if necessary depending on your building). If a key is lost, a fee of \$15 will be charged and Landlord cannot guarantee how quickly a replacement can be furnished. In the event you get locked out of your apartment, or the building, you are solely responsible for contacting, scheduling and compensating a locksmith. The doors and locks are not to be broken and need to be replaced with exactly what was there prior to the incident.
- 22. Landlord does not give up rights** If Landlord fails to enforce any clauses in this lease, Landlord may enforce these clauses at a later time without penalty.
- 23. Additional signers to the Lease and Guaranty** All signers of this lease are responsible for all financial obligations. This includes, but not limited to: rent, late fees, damages, excess utility charges, and other costs over the security deposit.
- 24. Indemnification** Notwithstanding any term of this agreement, Tenant shall indemnify, defend and hold harmless Landlord, and its corporate affiliates, current or future management, partners, officers, faculty, staff, employees, agents, and their respective successors, heirs and assigns (the "Indemnities") against any claim, liability, loss, cost, damage, deficiency, exposure or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of this Agreement (including, but not limited to, actions on the form of tort, warranty or strict liability).
- 25. Additional Terms and Conditions Agreed to by Both Parties.**
1. No pets of any kind
 2. No partying, beer kegs, large groups of people, no drugs, no grills, no candles.
 3. No loud noises, sounds that affect other tenants.
 4. No person(s) is to live in or sleep in unit for longer than 3 days at a time except name(s) on this lease.
 5. Upon termination of lease, all items must be removed. Any item left in apartment or near dumpster, a fee will be deducted from deposit. Any property left behind will be deemed 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.

6. The parking lot is for tenant use only, all other cars parked on lot will be ticketed by Middletown police or towed at owner's expense. This includes friends, relatives, rental cars, temporary cars you may be driving, etc.
7. If lease is terminated before termination date, the balance of rent due will be charged unless the unit is subsequently filled.
8. MOLD: Whether or not you experience mold growth depends largely on how you manage and maintain your apartment, and on your prompt notice to us in writing via email of such mold conditions. We will not be responsible for any damages or injuries to you or any other person relating to mold caused, in whole or in part, by your failure to clean or maintain the Premises as herein required, or to promptly notify us of such occurrence. You agree to do the following: Keep the entire Apartment clean and dry, remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces immediately, use fans and windows to ensure proper ventilation of kitchen, bathrooms and entire apartment. Immediately notify management in writing via email of any water leaks or excess water in the Apartment or the vicinity such as plumbing or roof leaks, drips, sweating pipes, flooding or puddling of water.
9. NO SMOKING in any part of the building

This lease is effective when the Landlord delivers a copy signed by all parties to the Tenant. The Parties have signed this agreement in duplicate the day and year written above.

College Town Communities
(Landlord or Landlord's authorized agent)

(tenant)

(additional signer)

(tenant)

(additional signer)