Sample

South Campus Commons at College Park
LEASE

Sample

THIS LEASE ("Lease") is made effective as of the ____ day of _____, 2009, by and between Maryland Economic Development Corporation (hereinafter "Landlord) and_____, with Social Security Number _____, (hereinafter "Tenant").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

1. **Basic Lease Information.** The following Basic Lease Information is hereby incorporated into and made a part of this Lease.

a. **Apartment Unit:** Apartment Unit No.:_****_ located in Building _**_ (the "Apartment Unit").

b. **Premises:** Bedroom letter: _**_located in the above referenced Apartment Unit (the "Premises").

c. **Building Address**: 4230 Knox Road, College Park, MD 20740

e. **Landlord's Agent:** Capstone On-Campus Management, L.L.C. ("Capstone" or "Agent").

f. **South Campus Commons at College Park:** Means the student housing complex comprised of Buildings 1-6 and common areas collectively known as South Campus Commons at College Park, Maryland ("South Campus Commons").

g. **Lease Term:** The term of this Lease ("Lease Term") shall begin on or about August 22, 2009 (the "Lease Commencement Date") and end on August 1, 2010 (the "Lease Termination Date").

h. **Base Rent:** Tenant shall pay Landlord total Base Rent in Monthly Installments as indicated below:

Unit Type	Base Rent	Twelve (12) Monthly Installments
Four (4) bedroom/two (2) bathroom	$8580.00	$715.00
Three (3) bedroom/two (2) bathroom	$9000.00	$750.00
Two (2) bedroom/two (2) bathroom	$9840.00	$820.00
One (1) bedroom/one (1) bathroom	$12000.00	$1000.00
Efficiency	$11700.00	$975.00

Rent Due Dates are defined below in Section 1i. Tenant covenants to pay Landlord the Monthly Installments of Base Rent by the Rent Due Dates without diminution, deduction, set-off, or demand at Agent's Management Office located at 4230 Knox Road (Building 1), Suite 1101, College Park, Maryland 20740; or such other place as Landlord may notify Tenant in writing.

i. **Rent Due Dates:** Tenant shall pay Landlord the Monthly Installments of Base Rent specified in paragraph **1.h** above on or before each of the following dates ("Rent Due Dates");

Tenant's Initials _____

Payment 1:	August 1, 2009	Payment 5:	December 1, 2009	Payment 9:	April 1, 2010
Payment 2:	September 1, 2009	Payment 6:	January 1, 2010	Payment 10:	May 1, 2010
Payment 3:	October 1, 2009	Payment 7:	February 1, 2010	Payment 11:	June 1, 2010
Payment 4:	November 1, 2009	Payment 8:	March 1, 2010	Payment 12:	July 1, 2010

j. **Lease Reservation Fee:** $300.00. See Paragraph 11.

Tenant's Initials _____

k. **Tenant Insurance Notice: Tenant is hereby advised that Landlord does not carry insurance on Tenant's personal possessions and Tenant is strongly encouraged to secure apartment dweller's or similar insurance to cover any loss or damage to Tenant's personal property.**

l. **Emergency Telephone Numbers:** The property has an emergency telephone number, operational twenty-four (24) hours a day, seven days a week, 365 days a year. The phone number to call in the event of an emergency is: **(301) 226-0001**. The number is also posted in the management office.

m. **Security Deposit:** None

Initials: _____

2. **Payment of Rent.** Tenant's obligation to pay Base Rent shall be independent of any other clause in this Lease. Checks or Money Orders tendered for Base Rent or other payments to Landlord shall be made payable to "South Campus Commons." All payments must be tendered in US funds. It is expressly understood that Tenant is obligated to pay the full Base Rent regardless of whether Tenant is unable for any reason to continue occupying the Premises for the entire Lease Term. Accordingly, Tenant shall continue paying Monthly Installments of Base Rent to Landlord (and Guarantor(s) obligation to ensure payment of the same shall continue) for the entire Lease Term and until the entire Base Rent is paid in full by Tenant, or otherwise recovered by Landlord through mitigation of damages.

3. **Use and Occupancy.** It is understood that Tenant shall have exclusive use and occupancy of the one bedroom Premises designated in paragraph **1.b** above, and the shared use and occupancy of the bathroom(s), kitchen, and living/dining areas with the other resident(s) of the Apartment Unit designated in paragraph **1.a**.

4. **Landlord's Agent**. Landlord has hired Agent as its property manager to conduct and handle all business for South Campus Commons. This includes addressing resident issues, establishing and enforcing policies and procedures, and collection of Base Rents and other rents, fees and charges set forth in this Lease. Note that when the word Landlord is referenced herein, Agent is authorized to act on Landlord's behalf.

5. **Eligibility.** Tenant represents that at the time he or she commences occupancy of the Premises, and at all times during the Lease Term hereof, Tenant will be a matriculated, full-time (or equivalent), undergraduate student, in good standing, at the University of Maryland (the "University" or "UM"). Tenant grants Landlord permission to verify student status with the University. Landlord reserves the right to deny residency to any applicant not meeting the above minimum requirements. Additionally, if at any time, Tenant fails to maintain full-time status at the University of Maryland, this Lease may be immediately terminated by Landlord. Irrespective of such termination, Tenant shall remain liable to continue paying Landlord Monthly Installments of Base Rent for the remaining Lease Term, or until the entire Base Rent is recovered by Landlord through mitigation of damages.

6. **Late and Bounced Check Fees.** Rent is due on the first day of the month. In the event any Monthly Installment of Base Rent is not received by Agent prior to the tenth (10th) day of the month, Tenant shall also pay Landlord, as additional rent, a late charge of five percent (5%) of the delinquent Monthly Installment of Base Rent. The right to collect a late fee, however, shall not constitute a waiver of Landlord's right to immediately institute legal proceedings for rent, damages and/or repossession of Premises for non-payment if the rent is not received on the first day of the month. In the event Tenant elects to pay the rent by check, Tenant shall pay Landlord a charge of TWENTY FIVE DOLLARS ($25.00) for any check returned to Landlord for non-sufficient funds, or which otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such dishonor, and shall be in addition to any late charges assessed. The returned check fee shall constitute additional rent hereunder. Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be money order, cashier's check, or personal check, provided however, that the Landlord shall give Tenant and Guarantor no less than fifteen (15) days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service fees, damages, court costs, attorney's fees, and return check charges) incurred by or on behalf of Tenant prior to applying same to the current Monthly Installment of Base Rent due. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to pay in a timely manner all rents due from Tenant to Landlord. No endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be a waiver or accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the full balance due.

7. **Possession/Relocation.** Tenant may peaceably and quietly enter the Premises on the Lease Commencement Date. If on the date of this Lease another person is occupying the Premises and Landlord is unable to deliver possession on or before the Lease Commencement Date, Tenant's right of possession hereunder shall be postponed until said Premises are vacated by such other person, and the rent due hereunder will be abated at the rate of one thirtieth (1/30) of the Monthly Installment for each day that possession is postponed; provided, however, that in such event, the Tenant, on written notice to the Landlord before possession is delivered, may

terminate, cancel, and rescind the Lease. Should the Landlord at any time during the Lease Term deem it necessary or advisable, in its sole discretion, Landlord shall have the right to move Tenant to similar accommodations within South Campus Commons. If at any time during the Lease Term Tenant fails to meet the eligibility requirements contained herein, Landlord shall have the right to terminate this Lease. Irrespective of such termination, Tenant shall remain liable to continue paying Landlord Monthly Installments of Base Rent for the remaining Lease Term, or until the entire Base Rent is recovered by Landlord through mitigation of damages.

8. **Utilities.** Tenant is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Landlord herein. Enhanced or premium channel Cable TV ("CATV") service and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Tenant. Landlord shall provide reasonable amounts of water, heat, electricity, on-campus telephone service (not including long distance or off-campus service), data connection, and basic CATV service. For each three month period in which the total of such charges for heat, water, sewage and electricity exceed 110 percent of the average quarterly usage for comparable size apartment units, tenant agrees to immediately reimburse Landlord, as additional rent, tenant's pro rata portion of such excess utility charges. In respect to the various services herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of any rent, charge, or other compensation for interruption or curtailment of such services when such interruption or curtailment shall be due to accidents, alterations, desirable or necessary repairs, or due to inability or difficulty in securing supplies or labor for the maintenance of such services, or due to any other cause whatsoever, unless the interruption or curtailment shall be caused by negligence on the part of the Landlord or shall continue beyond a reasonable time following due notice to the Landlord of the existence of such curtailment or interruption. No diminution or abatement of any rent, charge or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Premises, Apartment Unit, the Building, or any part, thereof, nor for any space taken to comply with any law, ordinance or order of government or UM authority. Landlord shall provide refuse removal, however residents are required to place trash in the designated areas. Tenants are to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Tenants must maintain heating and cooling at levels generally considered to be comfortable in the judgment of the Agent's management staff and other residents when the Apartment Unit is occupied. **When the unit is unoccupied in the cold weather months, the Tenant should keep the thermostat set at 65 degrees. When the unit is unoccupied in warmer months, the Tenant should keep the air conditioning set in the 'off' position. Electricity and water usage per apartment will be measured. Tenant agrees not to install, operate or place in the Premises or Apartment Unit any freezer, stove, cooking device, air conditioning unit, clothes dryer, washing machine, nor any other major appliance not otherwise provided or authorized in writing by Landlord. Mini-fridges are acceptable if the carpet in the apartment is protected (mini-fridge should not be placed on carpet); any damages resulting from usage will be billed to the Tenant.**

9. **Default**. A default under the terms of this Lease will result in the acceleration of all Monthly Installments of Base Rent, making them immediately due and payable, and will not otherwise release Tenant from his or her obligations hereunder.

A. The events of default set forth below shall constitute a breach of the Lease and may result in any or all of the following remedies:

i. Termination of the Lease;
ii. Denial of future housing and/or legal action;
iii. Repossession of the Premises;
iv. Referral to University of Maryland for Judicial or administrative action;
v. Refusal to renew the Lease for additional terms;
vi. Such other remedies as provided by law or by this Lease.

B. Events of default include but are not limited to:

i. Resident's failure to make any payment of rent or additional charges, fees or penalties due under this Lease when due;
ii. Any breach or violation of the terms of this Lease, including failure to maintain student status or Living/Learning program participation for designated spaces;
iii. Refusal to vacate the Premises or Apartment Unit upon termination of the Lease;

Initials: _____

iv. Violation of the *South Campus Commons Rules and Regulations* Tenant acknowledges that a copy of this document was delivered to Tenant at the time the Lease was fully executed;
v. Violation of UM *Code of Student Conduct* Tenant acknowledges that a copy of this document was delivered to Tenant at the time the Lease was fully executed (also available at http://studentconduct.umd.edu/);
vi. Violation of any provision of the UM *Community Living* Handbook Tenant acknowledges that a copy of this document was delivered to Tenant at the time the Lease was fully executed (also available at http://www.resnet.umd.edu/reslife/community/communityhandbook/index.html);
vii. Violation of any provision of the South Campus Commons *Resident Handbook* Tenant acknowledges that a copy of this document was delivered to Tenant at the time the lease was fully executed (also available at www.southcampuscommons.com).
viii. Violation of any applicable Federal, State or local ordinance.

C. In the event of breach or default of Lease, the Tenant will be liable for damages as follows:

i. For all past due rent and charges.
ii. For all unpaid Monthly Installments of Base Rent that would accrue through the expiration of the Lease Term.
iii. For all expenses that the Landlord may incur in preparing the Premises for future occupancy.
iv. For all court costs, collections costs, and reasonable attorney's fees incurred by Landlord as a result of Tenant's breach.

In the event of a breach of any of the terms and/or conditions of this Lease, Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of its election to terminate the Lease. Said written notice may be given to the Tenant personally, by first class mail, or by leaving a copy thereof at the Apartment Unit. The Tenant shall within such time vacate the Premises and Apartment Unit and the Landlord shall be entitled to immediate possession of the Premises and Apartment Unit and may avail itself of any remedy provided by law for the restitution of possession. Nothing contained in this paragraph shall in any way relieve or excuse the obligation of the Tenant to make all Monthly Installments of Base Rent for the entire Lease Term of the Lease, nor shall this paragraph in any way limit the right of the Landlord to avail itself of all remedies otherwise provided by law to it by reason of such breach.

10. **Tenant's Use**. The Premises and Apartment Unit shall be occupied exclusively by the assigned Tenants for residential use only. Tenants shall not use the Premises or any part of the Apartment Unit, Building, or South Campus Commons for any commercial business or purpose without the prior written consent of Landlord and University of Maryland's Department of Resident Life. Tenant shall use and occupy the Premises and the Apartment Unit in strict compliance with applicable local, State and Federal laws, any rules and regulations of any governmental board having jurisdiction, as well as all Landlord and University of Maryland's rules or regulations.

No person or persons other than Tenant shall occupy the Premises or Apartment Unit without the express prior written consent of Landlord. Guests are permitted under the following terms and conditions:

a. Guest(s) visit(s) may not exceed three (3) consecutive days.
b. All other residents of the Apartment Unit consent to the visit.
c. Guest(s) abide by all Landlord and University of Maryland's rules or regulations.
d. Tenant, as host, assumes full responsibility for guest behavior as well as full responsibility for any charges or damages that result from guest's behavior. Tenant must strictly respect the privacy and right to normal use of the Apartment Unit by other residents in entertaining guest(s).

Tenant hereby automatically accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-tenant access to the Building and/or Apartment Unit.

11. **Lease Reservation Fee.** By agreement of Landlord and Tenant, the Lease Reservation Fee shall be applied against the first Monthly Installment of Base Rent due under the Lease, and Tenant shall timely pay Landlord any balance due for the first month's rent.

12. **Abandonment or failure to occupy.** If Tenant shall abandon the Premises, or quit and vacate the Premises voluntarily or involuntarily, the same may be relet by the Landlord for such rent and upon such terms as the Landlord in its discretion may deem reasonable and advantageous; and, in the event of such reletting, the Tenant shall be and remain liable for any deficiency in Base Rent, expenses incident to such reletting, and any damages which the Landlord may sustain by virtue of the Tenant's abandonment. In the event of the loss of an Apartment Unit resident or failure of an Apartment Unit resident to take occupancy, Landlord shall have the sole and exclusive right to assign a new resident to the Apartment Unit. Landlord has no obligation to obtain permission from Tenant to assign a new resident to the Apartment Unit, nor does the Landlord have any obligation to inform Tenant of any new resident assignment or move-in. Examples of Abandonment of Premise include, but are not limited to, return of keys, written cancellation request or failure to check in within fifteen days of the Lease Commencement Date.

13. **Renewal.** This Lease terminates on the Lease Termination Date stated herein. In the event Tenant wishes to enter into a new lease for the next academic year, Tenant must comply with the Landlord's notices and procedures governing lease renewals. Tenants who have completed four years of college (per the Department of Resident Life's Housing Commitments Policy) are not eligible to renew their lease for the subsequent academic year. Landlord reserves the right to refuse to offer a lease to Tenant during any subsequent academic year at Landlord's sole discretion. The Landlord also reserves the right to refuse to offer a lease to Tenant if the Tenant's account does not have a zero balance at the time of lease renewal. Should any Tenant occupy any of Landlord's property after the Lease Termination Date with the approval of the Landlord, Tenant must execute a new lease with the Landlord and, beginning the day after the Lease Termination Date stated above, rent shall be paid at the new lease rate. Tenants entering into a lease for the same bedroom for a subsequent academic year will be allowed to remain in the assigned bedroom for the period between the Lease Termination Date for the current academic year and the Lease Commencement Date for the next academic year. Tenants entering into a lease for the same bedroom further understands that limitations on use of shared spaces between leases are described in the Resident Handbook and will be strictly enforced.

14. **Assignment or Subletting**. Tenant shall not assign, sublet or transfer his or her interest in the Premises, Apartment Unit, or any part thereof without the Landlord's prior written consent. Tenants shall have the ability to transfer their lease provided they strictly follow the procedures established by Agent, to include paying a One Hundred Dollar ($100) lease transfer fee, due to the additional administrative work involved in transfers of the lease. Tenant bears the full responsibility for finding a qualified replacement student to take over the Lease for any remaining portion of the Lease Term in the event of a permitted transfer. In order to be released from the Lease, Tenant must ensure that the replacement student meets all South Campus Commons eligibility requirements, as determined by University of Maryland's Department of Resident Life; completes all appropriate paperwork, pays all appropriate fees and charges, and takes possession of the Premises. Replacement students shall have no automatic right to renew the Lease for subsequent lease terms.

15. **Hold Over**. If Tenant fails to vacate and/or check out of the Premises and Apartment Unit by the Lease Termination Date at 12 noon, Tenant shall be obligated to pay Landlord, as additional rent, a fee of ONE HUNDRED AND 00/100 DOLLARS ($100.00) per day for each day or portion of a day that the Tenant remains past the Lease Termination Date. In addition, Tenant shall be liable for all consequential and/or other damages suffered by Landlord, including lost future rents, as a direct or indirect result of Tenant's holding over. In the event that any items of personal property are left in the Premises or Apartment Unit after this Lease has been terminated, the Landlord will consider the following: a) if the Tenant leaves the property and turns in their keys to their designated service desk, the Landlord will consider these items to be abandoned and Landlord may keep or dispose of same as it deems fit without liability to Tenant or anyone else or b) if the Tenant leaves the property and does not turn in their keys to their designated service desk, the Landlord will hold personal property for a maximum of thirty (30) days at Tenant's sole risk and expense. After which Landlord may keep or dispose of same as it deems fit without liability to Tenant or anyone else. Cost to dispose of abandoned property may be charged to the Tenant. In the event Landlord shall commence legal action as a result of Tenant's holding over, Tenant shall additionally be liable to Landlord for any and all court costs and reasonable attorney's fees incurred by Landlord as a result.

16. **Right of Inspection and Entry**. Tenant agrees that the Landlord, its agent or representative, or University staff may enter the Apartment Unit and Premises at reasonable hours for the purposes of making inspections and

repairs, decorations, alterations or improvements, to supply services and/or to exhibit same to prospective lessees. Except in the event of an emergency affecting health, safety, or welfare of the Tenant or any resident or any property thereof (in which event Landlord may immediately enter the Apartment Unit and Premises at any time without prior notice to, or consent from, Tenant), Landlord shall give Tenant at least twenty-four (24) hours advance notice (written or oral) of intent to enter and shall enter only during normal business hours or at such other time as is mutually agreed to by Landlord and Tenant. In the event that Tenant is absent from the Premises at the time of entry, Landlord shall supply Tenant within twenty-four (24) hours after entry with a written report of the entry, setting forth the purpose of the entry and the details of any repair, decoration, alteration or improvement. Entry notices may be posted in public places such as elevators, in hallways, on doors or circulated by means of campus newspapers, newsletters, or other forms of communications. In the event Tenant shall refuse entry to the Apartment Unit or Premises and by such refusal additional costs are incurred or additional damages are caused to the Apartment Unit, Premises, or Building, Tenant will be liable for all such costs and damages. In addition, abuse of access rights by any Tenant shall be a basis for termination of the Lease. **Tenant acknowledges that the Landlord or its Agent or representative will inspect the Premises and Apartment Unit on a regular basis to ensure Tenant's compliance with all rules and regulations and maintenance of the Apartment Unit and Premises in a good, clean, and sanitary state.** A maintenance request by a co-resident of the Apartment Unit occupied by Tenant shall constitute permission for the Landlord or its Agent to enter into the Apartment Unit. Tenant shall also permit the Landlord or its Agent or employees to enter the Apartment Unit and Premises upon scheduled appointments for the purpose of displaying the same to prospective lessees. No such prior appointment shall be necessary if this Lease has been declared in default or if the Tenant has abandoned the Premises. The Landlord hereby reserves all rights to enter any Apartment Unit on a regular basis for maintenance, health and safety, and care requirements. Further, the Landlord reserves the right to enter any Apartment Unit and the Premises in an emergency when responding to a reported incident or when there is a reasonable belief that there is serious physical or psychological distress or imminent danger to the Premises or Apartment Unit's occupants or contents.

17. **Parental or Sponsor's Guaranty.** The Landlord requires, as a condition of this Lease, a binding Continuing Parental or Sponsor Guaranty (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to the Agent within fifteen (15) days from the date of execution of this Lease by Tenant, or if such Guaranty is not fully executed, notarized, and returned to the Agent prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

18. **Notice.** Any notice or communication which either Tenant or Landlord is required to give to the other shall be in writing, delivered by U.S. mail or in person, addressed to the Tenant at the address of the Premises and to the Landlord at Agent's Management Office located at 4230 Knox Road, Suite 1101, College Park, Maryland (Building 1) 20740; or to such other address as either party may from time to time direct by written notice to the other.

19. **Other Conditions.** In addition to the provisions set forth above, Tenant agrees that he/she has received, read and signed a copy of the document entitled "Rules and Regulations." All the terms and provisions set forth in the Rules and Regulations are incorporated by reference into this Lease. Tenant agrees to abide by all Rules and Regulations and acknowledges that failure to do so is a default under this Lease which will result in any or all of the following: fines; warnings; meetings with the Landlord; University judicial or administrative proceedings, assignment of sanctions; removal from student housing; denial of future housing; collections referral, and agreement to pay the full cost of same; and/or legal (criminal and/or civil) action as appropriate, including the agreement to pay all associated costs and attorney's fees of such action.

20. **Liability**. The Landlord shall not be liable for any personal injury to any Tenant or his/her guests, or any damage or loss to Tenant's property or the property of Tenant's guests, including but not limited to any injury, loss or

damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity irrespective of the cause. All personal property placed or kept in the Apartment Unit and Premises, or in any storage room or space or anywhere on the adjacent Property of the Landlord, shall be at Tenant's sole risk and the Landlord shall not be liable for any damages to or loss of, such property. The Landlord encourages Tenant to keep its doors locked at all times. Furthermore, Landlord shall not be liable for any injury, loss, damage or liability from any cause whatsoever to Tenant, or to any other person, or to their personal property, occurring in any portion of the Building or upon the grounds, including any elevators, stairways, hallways, or any other appurtenances used in connection therewith except to the extent such injury, loss, damage or liability arose from the omission, fault, negligence or other misconduct of the Landlord or where such damage is occasioned by Landlord's failure to repair or maintain the Apartment Unit and Premises. No insurer may claim a right of Tenant's subrogation by reason of the invalidity of this provision.

21. **Counterparts.** This Lease may be signed in any number of counterparts. This Lease may be executed in counterparts and by facsimile transmission. All facsimile signatures shall be treated as original signatures for all purposes.

22. **Permission.** The Tenant and parent, guardian and/or sponsor grants permission for Landlord or its agent to contact at any time the Tenant's parent, guardian or sponsor regarding any issue related to the Tenant's residency. Further, the Tenant grants permission to the Landlord to request and receive information from the University, and for the University to release information regarding GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement.

23. **Smoke Detector.** Tenant understands that the willful damage, tampering, theft, or destruction of any smoke detector or other life safety system endangers the safety of tenant and others in case of emergency. Tenant agrees that Landlord may charge for the replacement of batteries, and damaged or missing smoke detectors, and that such charges may be collected as additional rent. Such charges, as assessed, will be due and payable within thirty (30) days of invoicing by Agent. Tenant acknowledges that Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good contention and proper working order as of the beginning of the Lease Term.

24. **Photograph Release.** Tenant gives permission to Landlord and its Agent, to use, without liability or remuneration, any photograph or photographic image taken of Tenant while participating in Landlord sponsored events, or while Tenant is in the common areas, public spaces, grounds, Buildings, or offices of South Campus Commons. The use of Tenant's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.

25. **Package Release.** Tenant authorizes Landlord and its Agent to accept packages, parcels, and deliveries on behalf of Tenant. Tenant understands that packages will not be accepted until resident officially moves in. Tenant hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Tenant agrees to hold Landlord and its Agent free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such packages, parcels or deliveries are not claimed within fourteen (14) days, they will either be returned to the sender or discarded as Landlord deems appropriate. Notification of package receipt will be sent via email to the address on record with the University of Maryland. Tenant must ensure that their University sponsored email account is available to receive package notification(s).

26. **Warranty of Habitability.** Landlord hereby warrants that at all times during the tenancy it will comply with all applicable provisions of any Federal, State, County or municipal statute, code, regulation or ordinance governing the maintenance, construction, use, or appearance of the Premises and the property of which it is a part. Landlord covenants that the Premises and all common areas will be delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws.

27. **Pets.** The presence of any animals or pets in or about the Premises, Apartment Unit, Building or the Property is prohibited, with the exception of fish when all Apartment Unit roommates agree. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Certified hearing and Seeing Eye dogs/guide dogs are allowed

with the prior notification and written documentation of need for such Seeing Eye dogs/guide dogs to both Landlord and the University's Department of Resident Life. The Landlord acknowledges, however, the right of any blind, deaf or otherwise qualified Tenant to keep a service animal in the Premises that has been certified as being specifically trained to aid the Tenant in his/her handicap upon prior notification and documentation to Landlord. Tenants permitted to have pets agree to pay the cost of having the Premises and Apartment Unit de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional cleaner at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by pets.

28. **Attorney's Fees**. Tenant agrees to pay all costs of filing suit, all warrant fees, all services costs, reasonable attorney's fees, and any other costs or fees allowed by law as may be awarded by the court in any action to enforce Tenant's obligations under the Lease.

29. **Tenant's Maintenance Obligations.** The Tenant shall comply with all obligations imposed upon him/her by the Lease and by applicable provisions of all State, County and municipal statutes, codes, regulations and ordinances, and in particular will:

a. Keep that part of the Premises and Apartment Unit which Tenant occupies and uses clean and sanitary. Dispose from the Premises and Apartment Unit all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner, as mandated in Resident Handbook. Under no circumstances are Tenants to leave refuse in cartons or otherwise in the trash room, hallways, stairwells, lounges, study areas, lobbies, or any surrounding area of the Building, Apartment Unit or Premises. In addition, no garbage can or refuse container of any kind, other than those provided by the Landlord may be placed anywhere outside on the Property. Tenant is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests.
b. Keep all plumbing fixtures as clean and sanitary as their condition permits.
c. Properly use and operate all electrical and plumbing fixtures.
d. Prevent any person in the Premises or Apartment Unit with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or Premises, Apartment Unit, Building or the facilities, equipment, or appurtenances thereto, nor himself/herself do any such thing.
e. Comply with all legal covenants and rules which the Landlord can demonstrate are reasonably necessary for the preservation of the property and person of the Landlord, other tenants, or any other person.
f. Refrain from interfering with the rights of other tenants to peacefully enjoy the use and occupancy of the Building and Apartment Unit.
g. Provide Landlord with a copy of all keys necessary to gain access to the Premises and Apartment Unit if locks have been added, altered, or changed by the Tenant from the commencement date of the Lease.
h. Strictly comply with the South Campus Commons Resident Handbook concerning maintenance requests.

30. **Moisture.** Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the apartment. To prevent or minimize the occurrence and growth of mold in the Apartment, Tenant hereby agrees to the following:

a) Tenant shall (a) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected areas as soon as possible after occurrence, (c) use exhaust fans in kitchen when cooking and bathroom when bathing, and (d) keep climate and moisture in the Apartment at reasonable levels.

b) Tenant shall clean and dust Apartment regularly, and shall keep the Apartment, particularly the kitchen and bathroom, clean and dry.

c) Tenant shall immediately report to Manager the presence of any of the following conditions:

1. A water leak, excessive moisture, or standing water inside the Apartment or any Common Areas.

2. Mold or mildew growth in or on the Apartment that persists after Tenant has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach.
3. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Apartment.

d) Tenant further agrees that Tenant shall be responsible for any damage to the Apartment Unit, Premises and/or to the person or property of Tenant and anyone residing in the Apartment Unit with Tenant for any time period, resulting from Tenant's failure to comply with these terms. A default under these terms shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Tenant understands and agrees that if mold is detected in the Apartment Unit, under certain circumstances, Landlord may, at its discretion, temporarily relocate Tenant to a comparable apartment while Landlord evaluates and/or remediates the problem.

31. **Non-retaliation.** Landlord shall not evict the Tenant or arbitrarily increase the rent or decrease the services to which the Tenant has been entitled for any of the following reasons: (a) solely because Tenant or Tenant's agent has filed a good faith written complaint, or complaints, with the Landlord or with any public agency or agencies against the Landlord; (b) solely because the Tenant or the Tenant's agent has filed a lawsuit, or lawsuits, against the Landlord; or (c) solely because the Tenant is a member or organizer of any tenants' organization. The relief provided under this section is conditioned upon the court having not entered against the Tenant more than three (3) judgments of possession for rent due and unpaid in the twelve (12) month period immediately prior to the initiation of the action by the Tenant or by the Landlord. No eviction shall be deemed to be a "retaliatory eviction" for purposes of the section upon the expiration of a period of six (6) months following the determination of the merits of the initial case by a court or administrative agency of competent jurisdiction. Nothing in this section may be interpreted to alter the Landlord's or the Tenant's rights to terminate or not renew a tenancy governed by a written lease for a stated term of greater than one (1) month at the expiration of the term or at any other time as the parties may specifically agree.

32. **Rent Escrow.** Landlord hereby acknowledges rent escrow as a lawful Tenant remedy in the event of serious, substantial and dangerous defects or conditions existing within or as part of the Premises, or upon the property used in common of which the Premises forms a part, which threaten the life, health and safety of the occupants of the Premises. In order to employ the remedies provided by this section, the Landlord must be given a reasonable time after receipt of notice in which to make the repairs or correct the conditions. Notice shall be given by: (1) a written communication sent by certified mail listing the asserted conditions or defects; (2) actual notice of the defects or conditions; or (3) a written violation, condemnation, or other notice from an appropriate State, County, or municipal government agency stating the asserted conditions or defects.

33. **Subordination.** This Lease is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed of trust, now or hereafter covering the Premises, Apartment Unit or Building in which the Premises is located, and to all renewals, modifications, consolidations, replacements, and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination. The Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from the date of receipt of written request therefore from the Landlord or the lender(s), the Landlord shall have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to attorn to any subsequent owner of the Property.

34. **General Lease Provisions.**

a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.
b. Tenant acknowledges that the statements and representations made in the application for said Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this

Lease; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord to the same relief as a breach of any other covenant or condition contained herein.

c. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Tenant acknowledges that a copy of this Lease was delivered to Tenant at the time the Lease was fully executed.

d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state, county or municipality where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular part, term or provision held to be invalid.

e. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.

f. Tenant acknowledges that, if requested, Tenant did receive, prior to signing, a copy of the proposed Lease form in writing, complete in every material detail, except for the date, the name, and address of the Tenant, the designation of the Premises, and the rental rate, without requiring execution of the Lease or any prior deposit.

g. Tenant understands that should Tenant select or be assigned to a medical-needs unit, it is agreed that the Agent reserves the right to reassign Tenant in the event that this designated space is needed for a resident with a specific documented medical need.

h. Landlord will only accept certified funds or cash payments from Tenant to avoid eviction. Landlord shall provide Tenant with a written receipt for all cash payments or certified fund payments paid by Tenant to Landlord for Lease Reservation Fee, rent or otherwise by request.

TENANT

By:_____
(Signature)

_____
(Print Name)

_____
(Date)

LANDLORD (or its Agent**):**

By: _____

CAPSTONE ON-CAMPUS MANAGEMENT

TENANT'S PARENT/LEGAL GUARDIAN:
(In the event Tenant is under 18 years of age)

_____
(Signature)

_____
(Print Name and Address)

Initials: _____

South Campus Commons
RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference and made a part of the Lease between Landlord and Tenant. The Rules and Regulations have been adopted for the purpose of preserving the welfare, safety and convenience of all tenants in South Campus Commons, for the purpose of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving Landlord's property from abusive treatment.

THESE RULES AND REGULATIONS SUPERSEDE ANY AND ALL PREVIOUS RULES AND REGULATIONS.

The Rules and Regulations specified herein are subject to modification by the Landlord during the term of the Lease. Tenant shall be bound by all such modifications upon notice of same from Landlord.

1. **Noise.** Noisy or disruptive behaviors which interfere with another person's or group's free exercise of academic or personal pursuits or their ability to sleep or study, including: stereo at high volume, excessive yelling or other types of noise, violations of established floor/hall quiet hours and large gatherings/parties are prohibited. **Amplified musical instruments, group music rehearsal and other activities which can be heard outside the Apartment Unit are prohibited. Courtesy Hours are in effect 24 hours a day/7 days a week. Quiet Hours will occur during time periods surrounding midterms, finals, and any other time deemed appropriate by Landlord. Notification of these hours will be posted around the Common Areas of the Property 24 hours prior to the start of the Quiet Hour Period.**

2. **Assignment Policy**. In making Apartment Unit assignments, the Landlord will not honor any request that discriminates on the basis of race, color, creed, sexual orientation, marital status, personal appearance, age, national origin, political affiliation, physical or mental disability, or on the basis of the exercise of rights secured by the First Amendment of the United States Constitution. The Landlord shall have the sole right to determine all Apartment Unit assignments and reserves the right to change Apartment Unit assignments and/or reassign Premises in Landlord's sole and absolute discretion. The Landlord reserves the right to consolidate Apartment Unit Assignments and to assign a new Tenant into any Apartment Unit that falls below permissible occupancy. The Landlord shall not be liable for failure to give any Tenant possession or occupancy of a specific, assigned Premises on the Lease Commencement Date. Alternative housing will be provided by the Landlord on the basis of availability.

3. **Check-in Procedures**. All Tenants must check in through the Landlord to obtain key(s). Failure to check in through the Landlord shall result in the assessment of a One-Hundred-Dollar ($100.00) administrative charge. A Room Condition Report form will be provided to Tenant at check-in. The Room Condition Report should be completed by Tenant and submitted to the Management Office within 2 days of check in. Failure to return a Room Condition Report within two days from move-in date shall be construed to mean that Tenant acknowledges that the Apartment Unit and Premises contain all furnishings and that the furnishings and the Apartment Unit and Premises are in good condition. It is the Tenant's responsibility to settle account obligations before check-in date. Failure to check-in properly could result in a $100 improper check-in fee per person.

4. **Check-out Procedures**. At check out, Tenant may request to attend Landlord's inspection of the Apartment Unit and Premises by making an appointment at the Management Office. Appointments must be made at least two business days in advance, and shall occur during normal business hours. Tenant must submit keys and have cleared the Apartment Unit and Premises of all belongings at time of Inspection Appointment. Tenant understands that any of Tenant's items left anywhere in the Apartment Unit or Premises at the time of check-out is considered abandoned property and will be removed and discarded immediately. Tenant further agrees that when Tenant vacates the Apartment Unit and Premises, all of the furnishings of same shall be left in the same condition as when leased, reasonable wear and tear excepted. If Tenant re-leases his/her Premises, check-out and check-in at designated service desk is required unless other arrangements are made in advance with management. Failure to check-out properly could result in a $100 Lease Hold Over Fee per day.

5. **Solicitation**. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted anywhere in the Building or about the Property.

Initials: _____

6. **Maintenance and Care**. Tenant shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the Building, Apartment Unit, Premises or anywhere on the Property. Tenant shall not install or modify any fixtures without the written consent of the Landlord. Tenant shall not lay contact paper on any shelves or walls and agrees to use a minimum of small tacks and/or brads to hang personal effects on walls. Tenant shall not paint or wallpaper the apartment or any fixtures. Tenant acknowledges acceptance of the Apartment Unit and the Premises in its present condition, and agrees to maintain and return same to the Landlord at the termination of this Lease in as good condition as when taken, reasonable wear and tear excepted.

   Tenant, at his/her own expense, shall keep the Apartment Unit and Premises clean and fit for habitation and shall be responsible for all damage to the Apartment Unit and Premises, including but not limited to furnishings, walls, floor, carpet, ceiling, screens, sprinkler system, appliances, plumbing, heating, air conditioning, and ventilation systems, including damages resulting from Tenant's neglect, including that of Tenant's guest(s) or invitees, regardless of whether the neglect was an affirmative act which caused the damage or failure to act in order to prevent damage. Damage to the common areas will be assessed to a specific tenant if the tenant or the tenant's guest has been identified in a manner approved by Landlord as the responsible party. Failing such identification, damages to the common areas will be split evenly amongst all tenants with access to the common area. Damage charges will be assessed when damages are found including to tenants who continue to reside in the Premises, Apartment Unit or Building. Additional charges may be assessed for the inappropriate disposal of objects in toilets, sinks and/or garbage disposals.

   Tenant shall deposit all refuse into receptacles as outlined in the Resident Handbook. Under no circumstances are Tenants to leave refuse in cartons or otherwise in the trash area, hallways, lounges, study areas, lobbies, balconies, patios, or other area of the Building, Apartment Unit or Premises. In addition, no garbage can or refuse container of any kind, other than those provided by the Landlord may be placed anywhere outside on the Property. Tenant is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests. Tenant is also responsible for recycling in recycling containers provided in each unit.

7. **Fire or Other Emergency**. Setting or fueling a fire of any size is prohibited. The Tenant shall give immediate notice to the Landlord of fire, accident, damage, and dangerous or defective conditions. All Tenants must evacuate the Building during a fire alarm. Falsely reporting a fire or any other emergency, including bomb threat, falsely reporting a serious injury, or pulling a fire alarm station when no fire is evident is prohibited. Fire warning devices and safety equipment are to be used only in the case of an emergency. Upon the sounding of a fire alarm, the Tenant should proceed according to the instructions posted in and about the Property and provided in the Resident Handbook. Intentional sounding of an alarm outside of an emergency situation or tampering with emergency equipment will be considered a criminal offense and the person or persons responsible will be treated accordingly. Tampering with smoke detectors is prohibited. The Landlord reserves the right to impose additional charges, penalties or sanctions for tampering with fire or life safety equipment in addition to criminal and judicial action. Common area safety equipment such as exit signs found in a unit will be considered evidence of tampering with fire or life safety equipment. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of the Landlord, its Agent, or University officials, refusal to cooperate with any reasonable request by the Landlord, its Agent, or University officials acting in performance of their duties is prohibited. Tenant shall be responsible for avoidable fire alarms initiated by Tenant and/or Tenant's guests.

8. **Fire Hazards**. The use of wood or charcoal stoves and/or flammable liquid, gas or electric space heaters within the Building is prohibited. The use of candles or other open flame devices, the use of hot plates, burning of incense and the use of halogen lamps are all prohibited anywhere in the Building or about the Property. All torchier-style lamps, including but not limited to those that use halogen, incandescent or fluorescent bulbs, are prohibited. Any style lamp that uses a halogen bulb, 101 watts or more is likewise prohibited. Connecting three or more sets of stringed lights, including but not limited to Christmas lights is likewise prohibited. Use of the stove, microwave and/or oven while Apartment Unit is unoccupied is also prohibited. Furthermore, oven and/or stove units should not be left on for longer than needed to cook or warm food items. Live cut trees (Evergreen Christmas trees, Chanukah bushes, etc.) are prohibited in residence.

9. **Hazardous Substances and Weapons**. Fire and safety regulations strictly prohibit the use, manufacture, or storage of any fireworks, explosives, flammable liquids, gas, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substances which may injure others or damage property, in any Apartment Unit, hallway, or about the Premises. The storage or use of gasoline or electrical powered vehicles or

engines regardless of their state or dismantlement in the Building is likewise prohibited. Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited.

State Law strictly prohibits the possession or use of any weapons, fireworks, or explosive devices in the Building or about the Property. No weapon of any kind is permitted in the Building. In the event the Landlord discovers that Tenant is in possession of a weapon, the Landlord shall have the right to immediately notify university police.

10. **Smoking**. Consistent with University residence hall policies, South Campus Commons is a smoke-free community. Smoking in Apartment Units or the Premises, lobbies, and laundry rooms, hallways, offices and all other public and/or private areas within the Buildings is prohibited. Outdoor smoking shall be limited to certain designated areas as indicated in the Resident Handbook. Cigarettes, cigarette butts, and associated packaging must be properly extinguished and disposed of in designated containers.

11. **Renovation and Repair**. The Landlord reserves the right to reassign Tenant to another Premises and/or Apartment Unit in the event there is a need to provide for renovation or repair of the Premises, Apartment Unit or the Building if another space is available. If Landlord initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to the Tenant and, whenever possible, advance notice will be given to the Tenant as to the nature and time of the work which will be done. Tenant shall not withhold rent payment due to renovations or repairs.

12. **Equipment.** Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited.

13. **Signage.** No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the Building without the written approval of the Landlord.

14. **Window Screens and Windows**. Window screens must remain permanently in place to fulfill the intended purpose and to avoid damage or loss. Participating in throwing, dropping or causing objects to fall from a complex window is prohibited. No Tenant may hang laundry or shake rugs from a unit window. No window may be used as an entrance or exit except in an emergency. All windows, blinds, and draperies must be maintained such that they present a white exterior coloration.

15. **Furniture**. Tenant shall take good care of the furniture and agrees to maintain the furniture and return it to the Landlord at the termination of this Lease in as good a condition as when taken, reasonable wear and tear excepted. Tenants shall not disassemble any existing furniture or fixture, and existing furniture shall not be removed from Tenant's assigned apartment. No oversized and/or heavy furniture is permitted in any apartment unit, including, but not limited to, all types of lofts, wood structures, bars, waterbeds and/or other liquid-containing furniture, all of which are strictly prohibited. No furniture may be removed from public areas. The use of temporary and/or permanent hot tubs is prohibited. Cinder blocks and all other unapproved "lofting" systems are prohibited.

16. **Keys/Swipe Cards.** Keys are the property of the Landlord and must be returned at the end of Tenant's occupancy. Charges of Thirty-Five Dollars ($35.00) per key will be made for each Bedroom Premises key not returned or for those requiring replacement during the term of Tenant's occupancy. Charges of One Hundred and Fifty Dollars ($150.00) per lock and designated Apartment Unit keys will be assessed for lock replacement of the Apartment Unit entrance door if Tenant loses key to Apartment Unit entrance during the term of Tenant's occupancy. Tenant agrees not to duplicate keys. Tenant agrees not to distribute or loan keys to others. Tenant agrees not to alter any locks or install additional locks. Tenant may request a receipt for all keys returned to the Landlord. Tenant is expected to follow key policies as developed by management. Tenants who misplace their key or swipe card may check out a loan key/swipe card at their designated service desk. Procedures for checking out a spare key/swipe card at your South Campus Commons Service Desk is provided in the Resident Handbook. Tenant understands that when checking out a spare key/swipe card, they must provide a form of photo identification. If the loaned key is not returned within one (1) hour and/or the temporary swipe card is not returned by 5:00 p.m. the next business day, the Tenant agrees to pay a $10 fee for the first five loaned key(s)/swipe card(s). After the fifth loan during the current lease year, Tenant will be assessed a $50 frequent user fee for each time the Tenant checks out loaned key(s). Failure to follow procedures may result in applicable fees. The Tenant further understands that spare key(s) and swipe cards(s) are not to be used to substitute lost or stolen key(s) or University issued student identification card. The Tenant should follow any and all University

procedures to replace a University issued student identification card. If the Apartment key(s) have been lost or stolen, Tenant should report loss to the Service Desk or submit a work order immediately.

17. **Conduct.**
Sports Equipment – Use of any sports/recreational equipment except in designated areas is prohibited. The use of equipment prohibited within the Building includes: roller blades, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volley balls, lacrosse equipment, field hockey equipment, nerf balls, weights greater than 25 pounds and Frisbees. **Bicycles are prohibited from the Building and must be registered with the Landlord, stored in the external bicycle racks, and display the assigned registration permit at all times. Bicycles attached to areas other than approved racks will be removed immediately.**

Endangering Behavior. The Landlord may terminate this Lease prior to the expiration of the Lease and immediately remove Tenant and his or her guests from the Premises in the event the Tenant's behavior or the behavior of any of Tenant's guests is or has a serious potential for becoming dangerous to the Tenant or others. In this case, the balance of the lease Base Rent will be immediately due and payable.

Guests. Tenants will be held responsible for the conduct of their guests, including payment for any damages caused by their behavior. If the behavior of a Tenant's guest becomes a nuisance to the community or neighbors in the sole judgment of the Landlord, it may terminate the Tenant's Lease. In this case, the balance of the lease Base Rent will be immediately due and payable.

18. **Drug and Alcohol Policy**. Tenants shall abide by University policies, procedures and regulations and local, state and federal laws regarding alcohol and drug use, including the following:

The possession of any illegal drug is prohibited. The sale, distribution, or provision of any illegal drug is prohibited. Drug paraphernalia is prohibited.

Students found to be involved with drugs in or around the apartment complex may be referred to the University's Department of Resident Life's Office of Rights and Responsibilities. The case will be resolved in accordance with the office's adjudication process set forth in *Community Living* and UM's *Code of Student Conduct.* Where applicable, sanctions will address both the Tenant lease status and the student status of the respondent.

Violations of drug policy, may result in **Immediate Housing Termination** and **Suspension/Expulsion** from the University. In cases where the respondent is not deemed to be an immediate threat to the campus community, an alternate sanction of **Suspension Withheld, in conjunction with a six-week substance abuse program and random drug testing** (at the individual's expense) may be granted. However, this would still include **Housing Termination.** Additionally, adjudication reports are routinely forwarded to the University Police when students are found to be responsible in drug cases.

The possession/use of alcohol by minors is prohibited. Kegs and other large-volume alcohol containers are prohibited. Parties involving alcohol are prohibited. The sale of alcohol is prohibited.

State of Maryland Law
It is unlawful for any person under the age of 21 to possess or consume alcoholic beverages.
It is unlawful for any person under the age of 21 to knowingly and willfully make any misrepresentation or false statement as to his or her age in order to obtain alcoholic beverages.
It is unlawful for any person to obtain alcoholic beverages for consumption by an individual who is known to be a person under the age of 21.
Space Reservation approval will not be granted for group activities that involve the consumption of alcoholic beverages.
Landlord and Resident Life acknowledge, however, that students of legal drinking age may choose to consume alcohol in their bedrooms. Students of legal drinking age may only consume alcohol in the common areas of the Apartment Unit if all tenants of same are of legal drinking age. If found in possession of any open container of alcohol anywhere else in or around the UM campus, ALL students will be instructed to pour it out in the nearest appropriate receptacle. Violations could result in administrative and/or disciplinary sanctions. Serious or repeated violations could result in the responsible Tenants having their Lease Agreement terminated. In this case, the balance of the lease Base Rent will be immediately due and payable.

Initials: _____

Alcohol Poisoning
In the event that a student requires transport to a hospital emergency room solely due to excessive alcohol consumption, Landlord or Resident Life staff may take the following actions:
Notify the student's parents if the situation is a medical emergency
Require an alcohol assessment by the Director of Substance Abuse programs at the University Health Center
Require a psychological assessment with a mental health professional at the University Health Center

19. **Parties**. Tenant parties/events involving alcohol are not permitted. Floor lounges, and other common areas need to be reserved in advance of any gatherings. Whether in Apartment Units, bedrooms, or other gathering spots, parties, events must not result in excessive noise, damage or destruction, fighting or other disruptive behavior exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas have been advertised or promoted through flyers, posters or other means. Capstone On-Campus staff, Resident Life staff, and University Police, if necessary, will intervene and instruct the host(s) to end the event when gatherings meet any of the above criteria.

20. **Quiet and Academic Living Environment**. Conduct that infringes upon the rights of others to a quiet, academic living environment is not acceptable under any circumstances and is cause for disciplinary action and removal from Landlord housing. This includes intentionally or recklessly causing physical harm, or imminent danger of physical harm, to any person, including assault/battery, intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in such a way as to seriously or repeatedly interfere with that person's academic pursuits, sleep and/or other personal pursuits. This includes malicious pranks and issuing threats.

21. **Entrance**. Tenant is prohibited from entering another Tenant's Apartment Unit or Premises without prior permission.

22. **Ceiling Tile**. Tenants are strictly prohibited from affixing any object, allowing any objects, water or any other liquids to come in contact with, or painting any ceiling areas. Hanging any objects from sprinkler heads or tampering with sprinkler heads in any way is also strictly prohibited. Any damage to the sprinkler heads or ceiling tiles or water damage to any property which is the result of a Tenant and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Tenant.

23. **Damage**. Any damage to an Apartment Unit, the Premises, the Building or the common areas, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable. To the extent not identifiable, all co-tenants will be jointly and severally liable and will be assessed a charge. Landlord losses resulting from Tenant negligence will be evaluated and assessed to the appropriate individual(s). All invoices for damage, or for the restitution of the damages that has occurred, must be paid within thirty (30) days. Appeals for damages must be made within thirty (30) days after the Tenant's lease end date. If Tenant chooses to appeal damages, Tenant is still responsible for paying damage fees until decision is made regarding appeal for damages. The Tenant agrees to immediately reimburse the Landlord for any charges that are assessed as set forth in the Lease. Should charges be assessed and totaled after the expiration of the Lease, they shall constitute a debt payable by Tenant immediately upon demand by the Landlord. Tenant is responsible for guest(s) behavior and any charges or damages that result from misbehavior. Intentionally or recklessly destroying, damaging or defacing Landlord or University property is prohibited.

24. **Transferring Units during Lease Term**. The Landlord shall not be liable for any personal conflict or behavior of Tenant with co-tenant and/or co-tenant's guests or invitees, or with any other students that reside on Campus. Therefore, a conflict between tenants does not constitute grounds for termination of the Lease or any other concession. The Landlord acknowledges that there may be valid reasons why a request for transfer would be considered and approved. Due to the additional administrative work involved in these matters, a One Hundred Dollar ($100) transfer fee must be paid by any tenant completing such a transfer. In addition, Tenant shall pay Landlord a separate Lease Reservation Fee of Three Hundred Dollars ($300.00) in advance of moving into the new premises. Any Tenant desiring a transfer should make a formal request to the Landlord. The request must include the reason for the requested transfer. Space permitting, if the request is valid and practical, the $100 lease transfer fee is paid, and an inspection of the Tenant's current Premises is satisfactory; Tenant will be notified of a new assignment. In order to make the transfer process from one Apartment Unit to another run smoothly, the following policy has been established. Tenants requesting an apartment transfer must comply with the following procedures:

Initials: _____

a. Submit a written request to the Agent.
b. Agree to a specific move out date for outgoing Tenant.
c. Agree to a specific move in date for incoming Tenant.
d. Agree to pay all monthly rates, damage costs and utility charges outstanding and any hidden damages found by the Landlord attributable to Tenant.
e. Enter into a new lease for the balance of the Lease Term that reflects the bedroom and apartment unit into which the Tenant has moved.

25. **Transferring Units at end of Lease Term**. If Tenant chooses to transfer to a different Apartment Unit and/or bedroom at the end of the Lease term, Tenant shall complete a Transfer Agreement and abide by all stipulations of the agreement. Additional information regarding the transfer process is available in the Resident Handbook.

26. **Parking**. Tenant and all Tenant's guests shall comply with the Landlord and University's parking and traffic regulations at all times. Driving or parking on lawns or other landscaped areas and walkways is strictly prohibited. All vehicles owned by Tenant shall be properly licensed and registered according to University's and/or Landlord's parking policy. Any unlicensed vehicle will be towed, ticketed, and/or stored at its Owner's expense. In South Campus Commons, all parking enforcement is controlled by the University of Maryland.

27. **Adjudication Process.** Violation of the Lease for South Campus Commons, the Rules and Regulations for South Campus Commons, the UM *Code of Student Conduct*, the Department of Resident Life's *Community Living* handbook and the South Campus Commons *Resident Handbook* are subject to the adjudication process described in *Community Living*.

28. **Canvassing.** Tenant is prohibited from posting or distributing handbills, circulars, advertisements, papers, or other items in the common areas of the Building, on the grounds of the Property, or on or under the doors of Apartment Units. Tenant is further prohibited from canvassing or soliciting within the Buildings.

29. **Evacuation.** Tenant agrees to evacuate in the case of emergency at the sole discretion of the Landlord and/or the University of Maryland. Tenant understands that no reduction in rent will be given in the case of emergency evacuations.

30. **Personal Belongings.** Tenant agrees not to leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, lawn areas or other common areas of the apartment community.

31. **Obstructions**. Tenant agrees not to obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.

32. **Litter**. Tenant agrees not to litter or obstruct the public halls or grounds.

33. **Automobiles**. Tenant agrees not to hose wash automobiles anywhere on the Property.

34. **Cleaning of Rugs, Mops, etc**. Tenant agrees not to shake, hang, or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors, patios, balconies or landings of any of Landlord's buildings.

35. **Charcoal Grill.** Tenant agrees not to use or store any charcoal or gas grills or other open flame cooking devises, or do any open cooking on balconies or patios. Tenant understands that community grills are available outside of South Campus Commons buildings 2, 4, and 5. Tenant agrees not to leave grill unattended while cooking and further agrees to extinguish all fires when done cooking.

36. **Restitution.** Any Tenant found responsible for any violation aforementioned will be held solely liable for all fines deemed appropriate by Landlord.

TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING RULES AND REGULATIONS.

TENANT

By:_____ _____

(Signature) (Print Name)

_____

(Date)

Initials: _____

South Campus Commons
RENT COLLECTION POLICY

The following Rent Collection Policy is incorporated by reference and made a part to the Lease between Landlord and Tenant.

1. All Monthly Installments of Base Rent are due and payable as set forth by the Lease on or before the first (1st) day of each month by cashier's check, certified check, personal check, credit card, electronic funds transfer, or money order. Current residents ONLY are eligible to use credit card and electronic funds transfer through the online Resident Portal. Credit card payments are currently accepted with a 2.5% transaction fee. No bills, invoices or statements will be sent.

2. It is the payee's sole responsibility to ensure that all electronic payments are submitted without error and sufficient funds are available by the 10th of each month by 5:00 p.m. or else a late fee will be assessed to Tenant's account.

3. Rental payments for South Campus Commons shall be made payable to "South Campus Commons" and mailed to South Campus Commons, 4230 Knox Rd., Suite 1101 College Park, MD 20740 in time to be received by the 10th of the month or paid at the management office of the same address Monday through Friday during business hours. Rent payment drop boxes are available in SCC Building 1, Building 3 and Building 6 near the Service Desks.

4. Rent must be paid in full. Partial payments, incomplete (lacking amount, signature, Tenant's first and last name, and Tenant's unit) checks and post dated checks are not acceptable, and may be mailed back to the address of record for the Tenant. If such payment is submitted, the Tenant is responsible for any resultant late fees, NSF fees, and bank fees that may result. Please write your full name and the complete address of your Premises in the memo section of the check.

5. There will be a five percent (5%) late fee charged to Tenant's rental account if any Monthly Installments of Base Rent is paid AFTER the tenth (10th) day of the month by 5:00 p.m. Late charges are considered to be and are collectable as additional rent. Late fees will apply despite weekends or holidays during which the management office is closed.

6. If any Monthly Installment of Base Rent is not paid in full by the first (1st) day of the month at 5:00 p.m., legal action may be taken to collect same and/or to recover possession of the Premises. The cost for all such actions will be charged to the Tenant's account. Personal checks will not be accepted for payment once legal action has been filed. In such event, the balance must be paid by cashier's check, certified check or money order only.

7. Checks will only be submitted to the issuing bank once for payment. If Tenant's bank returns a check for non-sufficient funds (NSF), Tenant is required to repay the amount of the check and all additional charges immediately upon notification. All returned checks are charged a twenty-five dollar ($25.00) returned check fee, in addition to the five percent (5%) late charge (if repayment is received after the 10th day of the month). After two (2) NSF checks, personal checks may no longer be accepted from Tenant; only cashier's checks, certified checks or money orders will be accepted.

8. Any rent not paid when due will be reasonable grounds for termination and/or non-renewal of lease.

9. Any monies remaining owed 30 days after lease expiration date may be submitted to a collection agency. All collections fees and expenses will be charged to the tenant.

TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE RENT COLLECTION POLICY.

_____	_____	_____
Tenant Signature	Date	Apartment Number

Initials: _____