

College Club Apartments
MID YEAR 2007 INDIVIDUAL LEASE

Date of Lease	Base Monthly Rent (excluding utilities) \$____, per month Utilities \$____N/A____, per month	Lease Term Beginning Date: _____, at 10 AM Ending Date: _____, at 12 Noon	Required Security Deposit \$_____ If initialed, To Be Held Per 9.E.2 _____	Other Remote Gate Opener #_____
Leased Premises	Furniture \$____.00____, per month High Speed Internet \$____.00____, per month Cable TV \$____.00____, per month	Should you be allowed to move in early, the rent due prior to the Beginning Date will be the per diem rent amount calculated by dividing the Total Monthly Rent by 31 days and multiplying that per diem by the number of days you moved in prior to the beginning of the Lease Term. Ø Mid Term Lease Lease term must be greater than 6 months on mid year leases.	Initial Utility Deposit \$____N/A____	Parking Decal #_____
<input checked="" type="checkbox"/> To Be Assigned	Total Monthly Rent (including utilities, furniture, high speed internet, and cable tv) \$____, per month Total Lease Term Rent (including utilities, furniture, high speed internet, and cable tv, if any) \$____.00____, per year		Application Fee \$____	
Apartment # _____				Gate Card #_____
Bedroom # _____				

Resident(s): _____

Landlord: **College Club Apartments**

Address: _____ # _____
Ft Myers, Florida 33913

Landlord's Address: **17100 College Club Loop**
Ft Myers, Florida 33913

We are pleased to rent the above described Leased Premises to you. This lease is the entire agreement between you and us and may be modified only in writing. As used in this lease, "you" or "your" means the resident (tenant) whose name appears above. "We," "our," or "us," means the Landlord. "Premises" means the entire apartment unit including the associated common areas. **BY EXECUTION OF THIS LEASE YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL PROVISIONS CONTAINED IN IT.** This lease is executed by the Resident and the Landlord on the date set forth above as "Date of Lease".

RESIDENT(S): (signature) _____

LANDLORD: (signature) _____

- DESCRIPTION OF LEASED PREMISES:** Landlord leases to Resident and Resident leases from Landlord the leased premises described above. The leased premises consists of the exclusive use and occupancy of the bedroom indicated above in the indicated apartment unit and the shared use of the common areas of the unit such as the living room, dining room, bathrooms (if not located within a bedroom), kitchen, and hallways which are shared jointly and in common with other Residents of the unit, if any. If "To Be Assigned" is designated, you understand and agree that we will assign and write in the unit and bedroom number on or before the move-in date. We reserve the right to require you to move to another bedroom rental space in this unit or in another unit. We have the right, when any bedroom within the apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the apartment agree to pay us the rent for the unoccupied bedroom. You acknowledge that this lease is for an essential necessity and that you will be fully bound by all of the terms and conditions hereof, irrespective of your age or legal status.
- AGREEMENT TO LIVE IN A COOPERATIVE MANNER:** Unless you are the sole resident in a one bedroom unit, you understand and agree that you have been permitted to rent an undivided portion of an apartment unit at a rental rate that is less than would be required for the rental of the entire unit and that we intend to rent other undivided portions to other Residents. You knowingly consent to this arrangement and agree to live in a cooperative manner with the other Residents who will share the unit. If the unit is rented at less than full occupancy, we may lock the doors to the bedrooms which are not let and deny access to that area. You understand that we have no way of insuring that other Residents of the unit will be acceptable to or compatible with you or that their character will be impeccable or that they will be students. The communal living arrangement created by this agreement is structured as an accommodation to you. We are not and will not be responsible for the acts or omissions of the other Residents in the unit and you assume the risk of living with others under this arrangement. A conflict or disagreement between co-residents does not constitute grounds for you to terminate this lease. Any serious problems with co-residents should be reported to us, in writing, immediately. If you witness or become knowledgeable about criminal activity such as drugs, theft, concealed weapons, assault, destruction of private property, or any other criminal activity you should contact the local law enforcement agency, then notify us. Please remember that the members of Management are not law enforcement officers and are not trained in investigative techniques or due process laws. You understand that we have designated this apartment as a "smoke free" apartment and do not permit smoking inside the apartment.
- RELEASE:** In consideration of our leasing to you under these terms, you, for yourself and your personal representatives, heirs, and assigns, do hereby release, waive, discharge, and agree to indemnify and hold harmless Landlord, its officers, directors, shareholders, agents, and employees and their heirs, administrators, and assigns, all referred to as releasees, for and from any and all liability to you, your personal representatives, heirs and assigns for any and all loss, injury or damage on account of injury to the person or property or resulting in death, whether caused by the negligence of releasees or otherwise. Further, you for yourself, your heirs, executors, administrators, and assigns, do hereby release and forever discharge releasees, their heirs, administrators, and executors from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from the acts or omissions of your co-residents. You agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. From time to time we may take pictures of the property and our residents for marketing purposes; you agree in advance that we may use your picture in our marketing materials without need of obtaining a release or authorization from you.
- APPLICATION:** If any information given by you in your application is false, we may, at our option, terminate this lease. You agree to notify us promptly in writing of any change in the information provided to us in your application.

5. **GUARANTEE OF LEASE:** A Sponsor's Guaranty, such as a Parental Guaranty, is required as a condition of this lease, the guaranty constitutes an essential inducement for the granting of this lease by us and we reserve the right to cancel this lease in the event such guaranty is not fully executed, notarized, and returned to us within ten (10) days from the date of this lease. Execution of the continuing guaranty constitutes additional assurance to us of the performance of the covenants of this lease and shall not be construed as a release of your responsibilities and obligations hereunder.
6. **POSSESSION:** If we are unable to deliver possession of the leased premises at the commencement of the lease term, we will not be liable for any damage, injury or loss caused thereby nor will this agreement be void or voidable. You may terminate this lease if possession is not available within forty-five (45) days of commencement of the lease term. In such event your security deposit will be returned to you.
7. **NEW CONSTRUCTION:** If the building that this apartment unit is located in is under construction or renovation, then you understand that the rental rates that are being offered have been selected to compensate you in advance for any inconveniences that you must endure as a result of any construction issues. We anticipate that the premises will be completed in time for your move-in on your Lease Beginning Date; however, you must understand that construction schedules are estimates which are subject to delays by the weather, labor shortages, material shortages, building officials, contractors and other things. Therefore, it is possible that construction may not be completed by your scheduled move-in date. If construction schedules fall behind, the contractor may concentrate on completing the apartment units first and finish any amenities and "punch out" items on the apartment community and in your apartment after all move-ins have occurred. Therefore, even if a Certificate of Occupancy is received on your apartment and you move in, you may have to endure construction noise and other construction related problems as a result of continuing construction in your apartment and the apartment community. In the unlikely event of a delayed move-in, we offer you the following options:
Option 1: If you want to stay with family, friends or a motel of your choice, we will pay you \$30 per day for each day beginning on the Lease Beginning Date until the Certificate of Occupancy is received for your apartment. Any amounts due you will be paid on September 1st and October 1st.
Option 2: We will furnish you a motel room (double occupancy) for each day beginning on the Lease Beginning Date until the Certificate of Occupancy is received for your apartment. We will pay the amounts due for overnight stays, not including telephone, food, or other incidental charges, directly to the motel of our choice.
Option 3: If the Certificate of Occupancy is not received within 45 days of your Lease Beginning Date, you have the option to receive a full refund of all monies paid and be released from your lease agreement. In the event you choose Option 3, you must reimburse us for any amounts we have paid for Option 1 or Option 2.
If construction schedules fall behind, the contractor may concentrate on completing the apartment units first and finish any amenities and "punch out" items on the apartment community and in your apartment after all move-ins have occurred. Therefore, even if a Certificate of Occupancy is received on your apartment and you move in, you may have to endure construction noise and other construction related problems as a result of continuing construction in your apartment and the apartment community. You understand that the amenities, if any, including gate systems, pool, clubhouse, computer room, and exercise room may not be completed by the time you move in.
8. **RENOVATION:** If the Landlord commences major renovation within the building that this unit is located in, we may, at our option require you to move to a comparable unit within this apartment community or terminate your lease with a sixty day written notice.
9. **SECURITY DEPOSIT:**
- A. Before you may occupy the unit, you must pay us the required security deposit listed at the beginning of this lease. You may not apply your security deposit as rent. It is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the premises caused by you or others, and to insure that you return the leased premises to us in the same clean and rentable condition as you received it, ordinary wear excepted.
- B. In addition to your security deposit you may be required to pay the non-refundable Hassle Free Move Out Fee listed at the beginning of this lease to cover the costs of normal housekeeping, carpet cleaning and touch up painting when you vacate the premises. You understand that the Hassle Free Move Out Fee will only cover normal cleaning and touch up painting and that you will be charged additional sums for removal of personal belongings and rubbish or extra cleaning or painting required because of the condition of the premises. If you are not required to pay a Hassle Free Move Out Fee and/or you do not pay the full amount, when you vacate the premises, you must clean the entire premises, remove all debris, rubbish, etc. from the premises, and have the carpet professionally steam cleaned (paid receipt within 5 days prior to move-out is required).
- C. Upon the completion of this lease we will return your security deposit to you after the leased premises has been vacated, provided you have: 1) Complied with the terms and conditions of this lease; 2) Surrendered the Premises and turned over the keys to us on the termination date; 3) Not damaged the premises or furnishings beyond ordinary wear; 4) Complied with ¶ 9.B above; and 5) Paid all rent and other charges due us, including amounts due for utility charges to us. You understand that your liability to us is not limited to the amount of your security deposit.
- D. If the first monthly installment due on August 1, 2004 is not received by us on or before August 1, 2004, we may, at our option, cancel this lease and make the leased premises available for rental to other prospective residents. If you do not complete the original term or the term of any renewal of this lease or pay the first monthly installment by August 1, 2004, you agree that we may, at our sole and exclusive option, keep your security deposit as a liquidated damages for our re-rental expenses. Additionally, you agree to pay for any actual physical damage to the leased premises and furnishings on the premises and for rent until the leased premises is re-let or the term of the lease expires, whichever occurs first.
- E. Unless we notify you otherwise your security deposit will be deposited in a separate account with **Wachovia Bank, 5801 Pelican Bay Blvd. Naples, Florida 34108**. We will follow the instructions of paragraph 1. below unless your initials appear in the Security Deposit box on page one of the lease indicating your election of the instructions in paragraph 2. below.
1. Landlord is instructed to deposit my security deposit in an account and to contribute interest earned on the account, if any, to a scholarship fund of a local college or university. I assign any portion of the interest to which I may be entitled to the scholarship fund so selected.
 2. Landlord is instructed to hold my security deposit in a non-interest bearing account.
- F. Florida Statute 83.49(3) provides:
"(a) Upon the vacating of the premises for termination of the lease, the Landlord shall have thirty (30) days to return said security deposit, together with interest, if otherwise required, or in which to give the Resident written notice by certified mail of his intention to impose a claim thereon, at the resident's last known mailing address. The notice shall contain a statement in substantially the following form: "This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit. Your objection must be sent to: (landlord's address). If the Landlord fails to give the required notice within the thirty (30) day period, he forfeits his right to impose a claim upon the security deposit.
(b) Unless the resident objects to the imposition of the landlord's claim or the amount thereof within fifteen (15) days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and remit the balance of the deposit to the resident within 30 days after the date of the notice of intention to impose a claim for damages.
(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs, plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.
(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida licensed real estate brokers and salespersons, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475 and in other sections of Florida Statutes."
10. **RENT:** Your rent is based on the options you receive and the timing of when you signed your lease agreement. In the event that any dollar amounts inserted into this agreement conflict with the then currently published rental rates for the bedroom you occupy, the published rental rates will prevail. Your rent is due upon move in the rent will be prorated based on the number of days in the month Rent shall be non-apportionable. Rent installments are due at the Landlord's address in advance on or before the 1st day of each month. Rent must be paid via one check or money order per resident. Time is of the essence. If the rent is received after 5:00 pm on

the 3rd day of the month, a late charge of \$35 will be due, plus an additional charge of \$5 per day for each day thereafter, all to be deemed additional rent. We reserve the right to refuse any payment offered more than three days after you have been served with demand for rent or possession as provided for in Florida Statutes. After the 10th day of the month only cashier's checks or money orders will be accepted. If your check is dishonored by your bank, you must pay us a service charge of \$25 or 5% of the amount of the check whichever is greater, plus any accrued late charge, all of which will be deemed additional rent. If your rent checks are dishonored more than once, you must pay future rent by cashier's check or money order. We are not required to redeposit a dishonored check. You must pay to us any sales or other taxes which are due or may become due on the rent. All payments will first be applied to the oldest outstanding balance. Any and all sums due us will accrue interest at the highest rate allowed by law until paid and the interest will be deemed and treated as additional rent. Any and all monies that you owe to us shall be deemed rent under this lease. Rent may not be offset by the non-availability of the swimming pool or other amenities.

11. **FURNITURE:** Furniture may be provided by the Landlord at your option. If furniture is provided by us, you agree to pay the additional monthly rent listed at the beginning of this lease. If all Residents in your apartment do not elect to have us provide furniture, only the bedroom furniture will be provided. You understand that the furniture may not be in new condition. Once you have chosen to have us provide the furniture, you agree not to remove any furniture from your apartment unless you receive our prior written consent. If there are damages to the furniture beyond ordinary wear and tear, you will be responsible for the cost of repair or replacement and such costs may be deducted from your security deposit. If you do not choose to have us provide the furniture no furniture of any sort is provided. The furniture package includes:

Living/Dining Room: ___ sofa, ___ love seat, ___ chair, ___ tv, ___ tv stand, ___ coffee table, ___ end table, ___ lamp, ___ dining room table, ___ dining chairs, ___ bar stools, other: _____.

Bedroom: ___ bed, ___ night stand, ___ desk, ___ chest, ___ desk chair, other _____.

12. **UTILITIES & UTILITY DEPOSIT:** Basic utilities including electric, water and sewer, storm water, and trash removal may be provided by the Landlord at your option. If basic utilities are provided by us, you agree to pay additional rent of \$45 per month plus the prorata share of the utility amounts that exceed the monthly allotment of \$45 per month per person. All utility overages will be divided among the current leased residents based on a prorata share. In addition, the initial utility deposit set forth at the beginning of this lease is required to establish the utility service. The utility deposit will be used as needed to offset the prorata share of the utility costs for the entire apartment in excess of the \$45 per month per person allotment. If the balance of your utility deposit falls below \$30, you agree to deposit the sum needed to bring the balance to \$60 immediately upon request. Utility deposits will be deposited in a separate non-interest bearing account with **Wachovia Bank, 5801 Pelican Bay Blvd. Naples, Florida 34108**. You may not choose to have us provide the utilities unless all Residents in your apartment choose to have us provide the utilities. Once you have chosen to have us provide the utilities, you may not change this arrangement without our prior written consent. Unless you choose to have us provide the utilities, or this option is not available or offered at this apartment unit, or the utilities are not separately metered or billed, basic utilities including electric, water and sewer, storm water, and trash removal are not provided by the Landlord and you and the other Residents must agree among yourselves how utilities and other costs will be shared and paid. You may not occupy the leased premises without providing for electric, water and sewer, and storm water service. You understand that such services are subject to interruption from time to time and that no setoffs or reductions in rent may be taken for these events.
13. **HIGH SPEED INTERNET ACCESS:** A basic high speed internet access service may be provided by the Landlord, if available, at your option. If a basic high speed internet access service is provided by us, you agree to pay the one-time non-refundable communication fee and additional monthly rent listed at the beginning of this lease. Higher access speeds than our basic speed may also be available at higher additional rent amounts. You understand that the cost to provide high speed internet access is changing rapidly and we reserve the right to terminate this option at any time or increase the additional rent with a 30 day notice. Resident may find it necessary to purchase a network interface card and/or other equipment to connect Resident's personal computer to the Facility's network. Such equipment and expense are Resident's sole responsibility. In the event Resident is in default under any of the terms of this Lease (including without limitation the Rules and Regulations), or in violation of the terms and conditions of the internet service provider, Landlord shall have the right, in addition to all other rights and remedies, to discontinue Resident's connections to such internet service. Because the System is shared by many other users, Landlord, Agent and Provider recommend Resident's use of "Personal Firewall Software." The Landlord also requires that you have a current antivirus software on any computer connected to the network failure to comply will result in termination of service.
14. **CABLE TV OR SATELLITE TV:** A basic cable or satellite TV service may be provided; however, the programming and channels provided may be changed, increased or decreased by us at any time without notice to you. Any TV services you desire in addition to the basic package must be arranged directly with the TV service company and they will be billed directly by the TV services company to you. If we do not provide cable TV service at this apartment unit, we will not furnish basic cable or satellite TV service for the unit and you and the other Residents must agree among yourselves how basic cable or satellite TV service and other costs will be shared and paid.
15. **TELEPHONE SERVICE:** Telephone service is not provided by the Landlord. If you obtain telephone service, you agree to pay for and receive inside telephone wiring maintenance from the local telephone service provider, if available. If you make or cause any telephone line configuration changes to be made, you agree to return the lines to the original condition at the expiration of this lease, at your expense.
16. **OCCUPANCY:** Only the person whose signature appears on this lease may occupy the leased premises. **Guests may not stay for more than three days without our prior written consent.** The leased premises shall be used solely as a private residence. If you will be absent from the leased premises for more than fourteen (14) days, you must notify us in writing. The maximum occupancy is established at one person per bedroom for all persons not of a familial status. Familial occupancy is not to exceed two persons per bedroom. A person is defined as anyone over the age of 6 months.
17. **SUBLETTING/EARLY TERMINATION:** You may not assign this lease or sublet any portion of the leased premises without our written consent. We may allow you to terminate your lease prior to the expiration of the lease term if you secure a replacement Resident acceptable to us. The replacement Resident must submit a completed Application, Parental/Sponsors Guaranty (if required), and a signed Lease Agreement with a term from the date of your early termination through the end of the original lease term. The replacement Resident must be approved by us, using the same guidelines as used when you were approved. You or the replacement Resident must pay a new Application Fee, Hassle-Free Move-Out Fee, and Required Security Deposit. If we do consent to subletting or early termination, you agree to pay us an administrative fee of \$150 and to forfeit any interest that may have been due on your security deposit.
18. **TRANSFERS:** We may allow you to transfer to another bedroom in this unit or in another unit; however, if the bedroom that you are transferring to is subject to a lease, you must get the permission of that resident and you will be responsible for the rent for both bedrooms until you find a replacement resident for the bedroom that you are vacating as described in ¶17 above. In addition, you must pay a Hassle-Free Move-Out Fee and Required Security Deposit for the new bedroom. If we do consent to a transfer, you agree to pay us an administrative fee of \$150; however this fee will be waived if the transfer occurs within thirty (30) days of the Lease Term Beginning Date.
19. **PETS:** Except for animals assisting disabled or impaired persons, no pets may be kept in or on the premises without our written consent and payment of a \$200 non-refundable pet fee. For animals allowed by this paragraph, you agree to execute a separate pet agreement in such form as we require. In the event you keep a pet on the premises without our permission then you agree to pay a pet fine of \$200 plus \$10 for each day the pet is in or about the premises. Further, you agree to pay for any and all damages or injury caused by the pet. All sums due shall be deemed additional rent.
20. **RIGHT TO ENTER:** You agree that we or our representatives may enter the leased premises at reasonable times upon reasonable notice in order to inspect the leased premises, conduct pest control procedures, deliver notices, make necessary or agreed repairs, decorations, alterations or improvements or to supply agreed services. We may enter the leased premises at any time for the protection or preservation of the leased premises and surrounding property. A maintenance or management request by you or co-resident of the unit shall constitute permission for us to enter the unit. You also agree to permit us or our agents or employees, upon scheduled appointments, to enter the leased premises for the purpose of displaying the same to prospective or actual tenants, purchasers, mortgagees, workmen or contractors.
21. **INSPECTION; CONDITION OF PREMISES; REPAIR AND MAINTENANCE:** You acknowledge receipt of a "Resident's Certificate Of Inspection" which has been provided to you by us. Upon receipt of the keys to the leased premises and prior to moving any of your property into the leased premises, you agree to inspect the premises carefully; to note any damage or other problems on the

“Resident’s Certificate Of Inspection”; and to return it to us. THE PREMISES WILL BE CONCLUSIVELY PRESUMED TO BE IN PERFECT CONDITION IF YOU FAIL TO RETURN THE “RESIDENT’S CERTIFICATE OF INSPECTION” TO US WITHIN 24 HOURS OF RECEIPT OF THE KEYS. NO CLAIM OF PRE-EXISTING DAMAGE WILL BE ACCEPTED IF IT IS NOT NOTED ON THE “RESIDENT’S CERTIFICATE OF INSPECTION” RETURNED TO US WITHIN THE TIME PROVIDED ABOVE AND ACCEPTED BY OUR AUTHORIZED REPRESENTATIVE BY SIGNATURE ON THE SPACE PROVIDED ON THE “RESIDENT’S CERTIFICATE OF INSPECTION”. NO CLAIM OF PRE-EXISTING DAMAGE WILL BE ACCEPTED IF YOU HAVE MOVED YOUR PERSONAL PROPERTY INTO THE PREMISES PRIOR TO RETURNING THE “RESIDENT’S CERTIFICATE OF INSPECTION” TO US AND ALLOWING US TO INSPECT THE CLAIMED DAMAGE. You are responsible for the removal of trash and garbage from your unit to the appropriate collection point and for maintaining your unit in a clean and sanitary condition. You are also responsible for the removal of any trash and/or debris, including cigarette butts, that accumulate in front of or in back of your apartment; failure to do so may result in a trash removal charge of \$25 per incident. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. If you are locked out of your apartment or bedroom during office hours, you may contact us for entry; if you are locked out of your apartment or bedroom after office hours you will need to contact a local locksmith for entry. When you move in, we will furnish light bulbs of prescribed wattage for the lighting fixtures; thereafter, light bulbs must be replaced at your expense. We have no responsibility to install or maintain smoke detection devices or alarm systems of any type. If such devices are present, it is your responsibility to test them and keep them in proper working condition. You must change the air conditioning and heating filter as often as needed, but no less than monthly. We will maintain the air conditioning and heating equipment; plumbing fixtures and facilities; electrical systems; and appliances provided by us. Normal maintenance requests should be submitted to the management office during office hours. For emergency maintenance occurring after office hours, including no heat, no water, plumbing repairs involving running water of a flooding nature, commode stoppages (where there is only one commode in the apartment), sewer backups, and electrical power outages caused by the electrical system of the apartment (not interruption by the utility service provider) the directions for emergency maintenance obtained from the main office telephone number should be followed; however, you understand that emergency service may not always be available and is not guaranteed. Requests including no air conditioning, refrigerator not cooling, and lockouts are not considered emergencies. Any damage to the leased premises or the premises, except for normal wear, caused by you, your co-residents, your invitees, or the invitees of your co-residents will be corrected, repaired, or replaced at your expense. You understand that you will be occupying the apartment jointly and in common with other Residents, and you will be held liable jointly and severally for any damages to the common area of the premises and its furnishings, fixtures, walls, ceilings, floors, and doors. You are responsible for any damages to the interior or exterior (exterior is defined as all windows, screens, light fixtures, siding located on the rental unit, and the lawn and landscaping) of the premises whether caused by negligence on your part, of your co-resident(s), guests, or invitees, or as a result of vandalism, burglaries, or criminal mischief, by known or unknown persons. Since you are liable in these cases, we strongly recommend that you purchase renters insurance to protect yourself. You agree to notify us immediately and in writing of any needed maintenance or repair. You agree to keep and maintain the leased premises and common area in good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without our prior written consent. You will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to us. You agree to reimburse us (as additional rent) for the cost of all repairs to the sinks, lavatories and commodes made necessary by or resulting from, your or your co-resident's abuse or careless use.

YOU AGREE TO BE LIABLE FOR AND TO PAY ALL COSTS AND EXPENSES FOR DAMAGES TO THE BEDROOM LEASED TO YOU INCLUDING, BUT NOT LIMITED TO, REPLACING OR REPAIRING ALL BROKEN OR DAMAGED FURNISHINGS OR FIXTURES, AND ANY DEFACEMENT OR DAMAGES TO THE WALLS, CEILINGS, FLOORS AND DOORS REGARDLESS OF WHETHER SUCH DAMAGE IS CAUSED BY YOU, CO-RESIDENTS, GUESTS, OR TRESPASSERS. YOU AGREE TO BE JOINTLY AND SEVERALLY LIABLE FOR ANY DAMAGES TO THE COMMON AREA OF THE PREMISES AND ITS FURNISHINGS, FIXTURES, WALLS, CEILINGS, FLOORS, AND DOORS. ACCORDINGLY, YOU MUST EXERCISE RESPONSIBILITY TO SEE THAT THE ENTIRE LIVING UNIT IS MAINTAINED IN GOOD ORDER AND REPAIR. YOU AGREE TO IMMEDIATELY REPORT TO US AND THE LOCAL LAW ENFORCEMENT AUTHORITY ANY ACTS OF VANDALISM TO THE PREMISES. YOU AGREE TO PROMPTLY REPORT TO US ANY REPAIRS WHICH NEED TO BE MADE TO THE PREMISES OR COMMON AREA.

22. **ALTERATIONS:** You may not make alterations or additions, additional painting or redecorating, or install or maintain in the leased premises, or any part of the premises, any fixtures, appliances, devices or signs without our written consent. Any alterations, additions, or fixtures which are made or installed after you have received our written consent will remain a part of the leased premises, unless we specifically agree otherwise.
23. **FIRE AND CASUALTY:** Nothing may be used or kept in or about the leased premises which would in any way affect the terms and conditions of our fire and extended coverage insurance policy or be a violation of the law. If the Premises are partially destroyed by fire or other casualty not attributable to your negligence or carelessness or that of your guests or invitees, the Premises shall be promptly restored and repaired by us and the rent for the period that the Premises is untenable shall abate, unless we provide you with suitable alternate living space, in which event the rent shall not abate. If however, the Premises are substantially destroyed, then this Lease may be terminated by either you or us, in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that you shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to your negligence or carelessness or that of your guests or invitees, and you shall be charged for the cost of any repair or clean-up attributable to such carelessness or negligence. In the event of fire or other casualty, you agree to notify us immediately.
24. **INDEMNITY.** Resident hereby agrees to indemnify and hold Manager harmless from and against all losses, damages, costs of repair and expenses (including attorney’s fees) arising from or caused by any negligence or improper use by Resident, or his guests, agents, licensees, or invitees.
25. **REIMBURSEMENTS BY RESIDENT.** Resident agrees to reimburse Manager promptly for the amount of loss, property damage, or cost of repairs, including plumbing disorders and appliance repairs, caused by negligence or improper use by Resident, Resident's agents, invitees, family or guests. Resident shall be responsible for any damage or loss resulting from windows or doors left open.
26. **INSURANCE:** You are responsible for obtaining your own property, casualty, and liability insurance. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** We will not be liable for any damage to your property or that of others on the Premises or for the loss of or damage to any of your property or of others by theft or otherwise. All property kept or stored on the leased premises shall be so kept or stored at your risk and you agree to hold us harmless from and indemnify us for any claims, demands, suits, or judgments arising out of damage to the same, including subrogation claims by your insurance carrier.
27. **SECURITY:** You understand that no personnel or mechanical or electronic devices such as locks, fences, lighting, alarm systems or access gates can be relied upon to work at all times. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. We are not aware of any need for additional security and have no obligation under this lease to provide further security. You agree to look solely to the public law enforcement for this service. You agree that we will not be liable for failure to provide security services to protect you, your family, your guests or others, or your property from the criminal or wrongful acts of others. You agree that you have inspected the premises and believe them to be safe. If at any time during your tenancy you determine that the premises have become unsafe, you agree to notify us in writing immediately. If from time to time we provide any security services, those services are only for the protection of our property and shall not constitute a waiver of, or in any manner modify, the release included herein or this disclaimer.
28. **ALARM SYSTEMS:** The apartments may be equipped with non-monitored interior alarm systems. We may allow you to contract directly with a company licensed and in business to provide alarms and/or monitoring in your apartment; however, you must get our prior written consent and the alarm must be installed, if applicable, in such a way so that it can be removed at the expiration of your lease without causing permanent damage or expense to our property. Any alarms installed after you have received our written consent will remain a part of the leased premises, unless we specifically agree otherwise. You agree to reimburse us for any charges we incur in connection with false alarms at your apartment.
29. **NOTICES:** Any notices from us to you shall be deemed delivered when mailed, addressed to the leased premises, first class postage prepaid; personally handed to you or anyone in the leased premises; or left at the leased premises in your absence. Any notice from you to us shall be deemed delivered when mailed, addressed to our office, certified mail, return receipt requested, or personally delivered to our office staff during normal business hours. You agree to conduct yourself in a courteous and professional manner while interacting with the management staff. In the event you do not conduct yourself in a courteous and professional manner, the

management staff may notify you that all future interactions must be conducted in writing and you will be forbidden to visit the management office.

- 30. WAIVERS:** Our acceptance of rent after knowledge of a breach of this lease by you shall not be a waiver of our rights or an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more remedies shall not exclude or waive our right to other remedies. Your rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease. You waive your right to demand a jury trial concerning the litigation of any matters arising between us.
- 31. DEFAULT AND REMEDIES:** If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. We have the right to accelerate all of the remaining rent upon default. Under no circumstances will our acceptance of your keys, or re-entry or any other action be considered a cancellation of the lease or a retaking for our own account. If you or occupants of the leased premises engage in criminal activity on the premises, such action shall be a default for which your lease may be immediately terminated. In addition to any of the foregoing, we shall have any other rights and remedies provided by law. If we engage an attorney to act for us in any matter arising out of this lease, we shall be entitled to recover all of our reasonable attorney's fees and costs from you. It is intended that Landlord's rights and remedies for Resident's breach of this Lease Agreement shall be as broad as permitted under Florida law and shall include, without limitation, (a) the right to terminate this Lease, reserving the right to collect my unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the then entire unpaid balance of the rent for the term then remaining or the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for your account, in which event the proceeds from sub-letting shall be applied first to the cost of sub-letting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to your rental obligations hereunder, with you and your guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages or of our right to avail ourselves of any remedy allowed by Florida law.
- 32. RENEWAL:** You have no right to renew this lease. We may, at our option, offer you a window of opportunity to renew.
- 33. TERMINATION:** Upon termination of this lease, you agree to vacate the premises. If any of your property is left in or about the leased premises after you vacate or abandon the leased premises, we may remove or dispose of that property and you waive any claims for damage or loss as a result of our disposal of the property. If you fail to deliver all keys and vacate on or before your lease termination, you will be obligated to pay double rent until you do so and you agree to indemnify us for and hold us harmless from any lost rent and damages caused to the next Resident as well as our attorney fees incurred in having to deal with the situation.
- 34. SALE OF LEASED PREMISES.** Any sale of the leased premises shall not affect your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the leased premises will be responsible for the performance of the duties of Landlord, which arise from and after the date of such sale. Should the leased premises be sold, we have the right to terminate this lease by giving you a sixty (60) day notice.
- 35. RADON GAS:** We are required by Florida Statute 404.056(8) to state: "Radon is a naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."
- 36. LEAD PAINT:** If the leased premises were built before 1978, you acknowledge receipt, before becoming obligated under this lease, of the Environmental Protection Agency (EPA) lead hazard information brochure entitled "Protect Your Family From Lead In Your Home." We do not know of the presence of any lead-based paint or lead-based paint hazards in the premises and have no lead hazard evaluation report in our possession.
- 37. MOLD: Resident acknowledges that the dwelling unit is located in southwest Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper room temperature, lighting, ventilation, air conditioning, and dehumidification of the rental unit to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for taking all proper action to retard and prevent mold and mildew, including, but not limited to, maintaining the air conditioning unit at a temperature of 78° or below. Resident agrees to protect his person and property from loss or damage as a result thereof, and further agrees that Resident shall be responsible for damage to the dwelling unit resulting from Resident's failure to provide proper climate control. Further, Manager shall not in any event be responsible for damage, loss or injury to persons or property caused by mold or mildew.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.
- A. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
1. Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
 2. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
 3. Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
 5. Promptly notify us in writing about any signs of water leaks, water infiltration or mold.
- B. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
- Rainwater leaking from roofs, windows, doors and out-side walls, as well as flood waters rising above floor level;
 - Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
 - Washing machine hose leaks, plant watering overflows, pet urine, cooking or beverage spills and steam from excessive open-pot cooking;
 - Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
 - Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- C. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.
- Complying with this section of your lease will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this section, please contact us

at the management office. **If you fail to comply with this section, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them. Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this section contains important information for you, and responsibilities for both you and us.**

- 38. MAIL SERVICE:** If this apartment community is determined to be subject to Single Point Drop Delivery by the United States Postal Service, you understand and agree to have your mail delivered by management employees. You understand that we do not want to deliver mail and that we are only delivering the mail because the USPS refuses to provide final mail delivery service. You understand that our employees are not trained in the delivery of mail by the United States Postal Service and you agree to indemnify us and hold us harmless from any claims arising from the delivery of mail by our employees. If we deliver mail, it may not be delivered on every day that delivery would have been provided by the USPS. We do not provide the forwarding of mail when you move out, you must request that your mailing address be changed by those addressing mail to you.
- 39. PERSONAL PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.
- 40. COMMUNITY COMMON AREAS:** Resident agrees to assume all risks, hold harmless, defend, and indemnify Manager for all loss and injury to Resident, other occupants of the Apartment, or any persons on the premise with Resident's consent, and their property, relevant to the presence and use of the Lakes, Canals, Ponds, Waterways, Recreation Areas, Basketball Courts, Volley Ball Courts, Pool, or other common areas.
- 41. RULES AND REGULATIONS:** You agree to be bound by such reasonable rules and regulations, not contrary to this Lease, as shall be adopted from time to time by us. You acknowledge that it is your responsibility to advise your guests and invitees of these rules and regulations and that you are responsible for making sure that they comply with them. You agree to abide by the rules regulating the use of the swimming pool(s) and other amenities, if any, provided or to be provided. You agree to conduct yourself and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

RULES & REGULATIONS

In addition to the policies below, you must observe any other reasonable policies, which may be given to you now or are later implemented by us.

1. Parking and Towing.

- ♣ Only passenger cars may be parked on the premises. No other vehicles (including motorcycles, trucks, boats, and boat trailers, campers, travel trailers, and motor homes,) may be parked on the premises without our prior written consent.
- ♣ All Resident's vehicles are required to have a parking sticker provided by us permanently affixed to the inside lower, front, driver's side area of the windshield. Visitors are required to park only in parking spaces marked for visitors. Vehicles without parking stickers are assumed to be visitors and are required to park in parking spaces marked for visitors. You agree to remove and return your parking sticker to us at the expiration of your lease.
- ♣ All vehicles must be currently registered; in street operating condition; and must be parked only in the spaces provided for parking. No major repairs may be made to a vehicle on the premises.
- ♣ No vehicle may be parked in front of dumpsters, fire hydrants, so as to block other vehicles, on the grass, on curbs or outside the boundaries of a single designated parking space, or in entrances or exits.
- ♣ Vehicles must be operated at a safe speed at all times on the property and never in excess of 10 miles per hour.
- ♣ No more than one vehicle is allowed for each adult resident without our written consent.

Any violations of the foregoing rules will subject the vehicle to being towed without notice at the vehicle owner's expense. We are not liable for any damages arising as a result of towing. You agree to indemnify and hold us harmless from any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately; and you

acknowledge that it is your responsibility to advise your guests and invitees of the proper manner for the parking of their vehicles, and you further agree to determine in each case that they have complied with the rules. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking decals on vehicles, and/or assigning parking spaces.

2. Solicitation by you or others is not allowed on the premises.
3. No awnings, or other projections, including air conditioners, television, or radio antennas or wiring may be attached to or extend from the outside of any apartment or building except by us.
4. Locks may not be altered nor may new locks, knockers, other door or window attachments be installed without our prior written consent unless there is an emergency situation. If an emergency situation arises, reasonable measures should be taken by you to secure yourself and your apartment. However, any alterations must be returned to original condition as soon as the emergency situation passes at your expense, unless we specifically agree otherwise.
5. No noise, music or other sounds, or conduct, is permitted at any time in such manner as to disturb or annoy other persons.
6. No spikes, adhesives, screws, hooks, or nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces of the unit, without our prior written consent.
7. No water filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss payee on an insurance policy approved by us.
8. Any draperies or other window covering must be white or lined in white so that only white may be seen from outside your apartment. You cannot use foil or other unsightly materials to cover the windows.
9. No signs or other objects, which we deem to be unsightly, may be displayed in your windows or elsewhere on the premises.
10. Water may not be wasted. Water hoses may be used only with automatic shut-off nozzles. Washing of vehicles may be restricted to designated areas.
11. Entrances, hallways, walks, lawns may not be used for storage or for any other purpose other than ingress or egress.
12. Use of any recreation area or other facility, if any, including the pool, exercise room, and computer room is restricted to you and your guests. Only two guests are allowed at any one time and you must either accompany them or you must get our prior written consent for their use of the facilities. All posted rules and regulations regarding any recreation area and other facility must be followed.
13. Balcony, patio, or common areas must be kept neat and clean at all times in broom swept condition. No rugs, towels, laundry, clothing or other items should be stored, hung or draped on railings or other portions of the buildings. Storage of any flammable or explosive materials anywhere on the premises is strictly prohibited.
14. Bicycles must be stored in the bicycle racks provided or must be stored in the individual Resident's bedroom only. No bicycles can be stored on balconies.
15. Barbecue grills and similar equipment are fire hazards and have caused damage to our vinyl siding and other areas; therefore, grills shall not be used on balconies, terraces, roofs, porches, or other areas of the property. The Landlord may provide barbecue grills in the common area. You agree to pay for any damage from unauthorized or misuse of barbecue or similar equipment.
16. Parties and Gatherings. All parties and/or gatherings must be contained within the host's apartment. Guests are limited to no more than 12 per apartment (or the maximum number allowed by applicable laws, ordinances or codes) and no more than 3 vehicles. Noise levels must be maintained at a level that does not interfere with the quiet enjoyment of a neighbor.
17. Drug/Criminal Activity.
 - ♣ No Resident, guest or other person allowed on the premises by Resident shall engage in criminal activity, including drug-related criminal activity, on or near the premises. "Drug-related criminal activity" means, but is not limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
 - ♣ No Resident, guest or other person allowed on the premises by Resident shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
 - ♣ Resident will not permit the apartment to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is another Resident or a guest.
 - ♣ No Resident, guest or other person allowed on the premises by Resident shall engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises.
 - ♣ Resident understands and agrees that a single violation of this section shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
18. Access Gate, if provided at this community. If an access gate is provided at this apartment community, we are providing a controlled access gate in an attempt to control access to the premises. The gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity and we do not represent that the presence of the gate increases your personal safety. We may change the hours of use of the gate without notice to you and we may remove the gate at any time. It is not provided for your security and any benefit you may receive from the gate is incidental to the existence of the gate.
 - ♣ We are not and will not become liable to you or your guests for any personal injury, damage to automobiles or any other damage or loss which is caused as a result of any problem, defect, malfunction, disruption or failure of the performance of the gate.
 - ♣ You agree that you understand how to use the gate and visitor entry system.
 - ♣ You agree that you will take no actions, which will impair the use or function of the gate, and you further agree to reimburse us for any damages or repairs required as a result of actions by you or your guests.
 - ♣ You have been issued a magnetically or electronically encoded access card, which continues to belong to us. You agree to return the access card to us at the termination of your lease. If the access card is lost or destroyed, or not returned at lease termination, you agree to pay \$25 to us for its replacement.
19. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Owner nor we will be responsible for any damage incurred from such situations.
20. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than a single serve container. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.
21. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community.

22. INTERNET AND NETWORK RULES AND REGULATIONS

- When Resident and other users disseminate information through the Internet, they must keep in mind that neither Provider, Landlord nor Agent reviews, edits, censors or takes responsibility for any information Resident or such users may create. This places on Resident and such users what will be, for most, an unfamiliar responsibility. When Resident and other users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over Provider's System and may reach a large number of people, including both subscribers and nonsubscribers of Provider, Resident and other users' postings to the Internet may affect other users and may harm Provider's, Landlord's and/or Agent's goodwill, business reputation and operations. For these reasons, Resident and other users violate this Policy when they engage in any of the following activities. **Spamming, Copyright Violation, Distribution and/or Transmission of Obscene or Indecent Speech or Materials, Defamation, Illegal/Unauthorized Access to Other Computers or Networks Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities Export Control Violations** Such violation by Resident constitutes a default by Resident under this Lease.
- Tenant acknowledges that the network provided through the System is a shared network. This means each user, including Tenant, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, Resident shall not: (i) attempt to degrade the performance of the System and shall not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, such as FTP, WWW, Peer to Peer file sharing and NNTP, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.
- Because the System is shared by many other users, Landlord, Agent and Provider recommend Resident's use of "Personal Firewall Software." The Landlord also requires that you have a current antivirus software on any computer connected to the network failure to comply will result in termination of service.

Violations of this Policy by Resident may result in remedial action varying from temporary reduction of the network resources, suspension of services, or termination of services.



