

# 2010-2011 SAMPLE HOUSING CONTRACT

## Housing Contract - University Village

*When you agree to this document it becomes a binding contract.*

### Terms used in this contract:

1. **Housing Defined:** "Housing" shall be: **Location:** , **Building:** , **Floor:** , **Unit:** , **Bed:**
2. **Commencement Date Defined:** "Commencement Date" shall be:
3. **Expiration Date Defined:** "Expiration Date" shall be: end date of contract:
4. **Tenant Defined:** "Tenant" shall be:
5. **Landlord Defined:** "Landlord" shall be: KSUF Housing Management, LLC "KSUF Housing"
6. **Execution Date:** "Execution Date" shall be the date and time this contract was executed:
7. **Rent Defined:** "Rent" shall be a Total of for the Term which shall be Due and Payable on the dates shown in the following "Payment Schedule":

Aug 01, 2010  
Sep 01, 2010  
Oct 01, 2010  
Nov 01, 2010  
Dec 01, 2010  
Jan 01, 2011  
Feb 01, 2011  
Mar 01, 2011  
Apr 01, 2011  
May 01, 2011  
Jun 01, 2011  
Jul 01, 2011

This Housing Contract is made and entered into by and between the "Landlord" and "Tenant" on the "Execution Date" on which Tenant agrees to the terms and conditions of this Housing Contract.

1. **PREMISES AND TERM:** Landlord leases to Tenant, and Tenant leases from Landlord, rental space which consists of the exclusive use and occupancy of the bedroom assigned to the Tenant and related bath area (the "Bedroom") and the shared use and occupancy of the kitchen and living/dining area with the other tenants (the "Co-Tenants") of the assigned apartment unit (the "Unit"), located at the campus of Kennesaw State University (the "Community"). Tenant acknowledges and agrees that i) Tenant has selected a specific Bedroom and Unit, which may be changed pursuant to the reservation procedure set forth on this Website prior to August 1, 2008, and ii) Tenant's agreement to accept the specific Bedroom and Unit shall be incorporated by reference into this Housing Contract and shall become a part of this Housing Contract without further action by Landlord or Tenant. The term of this Housing Contract (the "Term") shall commence at your designated check in time on the "Commencement Date" and end at 12:00 noon. on the "Expiration Date". The Tenant's obligation to pay rent hereunder (and the Guarantor's (s'), as hereinafter defined, obligation to ensure payment of the same) shall continue for the entire Term and until all sums due Landlord have been paid in full. During the entire lease term, Tenant's failure to meet all of the following conditions will be considered an event of Default: (i) Tenant must be registered as a full time student for classes at Kennesaw State University; (ii) Tenant must be in good standing and not academically dismissed by the University; (iii) Tenant must not be dismissed from the University, dismissed from Housing, or under interim suspension, for violation of the KSU Student Code of Conduct. If at any time Tenant does not meet all of these conditions, Landlord shall have the right to terminate the lease upon thirty (30) days prior written notice, or shall have all rights provided in Sections 24 and 25. The University may deem it necessary to terminate a Housing Contract and require the Tenant to vacate in less than 30 days due to violations of the contract or student code, including but not limited to, dismissal from school, suspension from school, or judicial actions. Such notice from the University, or its agents, supersedes the Landlord's requirement of 30 days notice. If, prior to the Commencement Date, Tenant provides notice and proof to Landlord that Tenant will not be attending Kennesaw State University, Tenant may terminate its Housing Contract upon such notice of termination. Tenant shall

forfeit all fees paid. If Tenant is not accepted as a student to Kennesaw State University, Tenant may terminate the Housing Contract at any time prior to the Commencement Date, by providing written notice to Landlord within ten (10) days of Tenant being notified by the University that Tenant was not accepted. Tenant shall forfeit all fees paid.

2. **POSSESSION:** If possession of the Bedroom is not granted by Landlord on the Commencement Date, rent shall be abated on a daily basis until possession is granted provided such late delivery shall not extend the Term. If possession is not granted within thirty (30) days after the Commencement Date, Tenant, as its sole remedy, may give Landlord written notice after such thirty (30) day period to void this Housing Contract. Landlord shall not be liable for damages for any delay in delivery of possession.
3. **RENT:** The amount of rental due hereunder ("Rent") for the Bedroom shall be as set forth in the Payment Schedule (each rent installment shall hereinafter be referred to as an "Installment"). All other charges due hereunder for services provided or charges assessed (including, but not limited to telecommunication charges, other utility charges, any sales or rent tax and fines for violating the Rules and Regulations) are hereinafter collectively referred to as "Additional Rent". The sum of all unpaid Installments plus Additional Rent are referred to herein as "Total Rent". The first Installment is due and payable according to the Payment Schedule but not later than the Commencement Date. Each subsequent Installment is due and payable on the first day of each full calendar month (the "Due Date") through the end of the Term, in advance, without prior demand, offset or deduction. Each Installment and all other charges due hereunder shall be paid at the office of the Community, at the designated rent drop located at the Community or electronically via Resident Portal. Landlord may offer to receive payments by credit card, check card, TeleCheck, or by direct bank transfer, and Landlord reserves the right to charge reasonable processing fees if Tenant takes advantage of such payment methods. All Installments and all other charges due hereunder shall be paid by personal check, cashier's check, certified funds, or money order to KSUF Housing Management, LLC at 3805 Canton Place, Kennesaw, GA 30144, or by electronic payment if made available by Landlord. Checks tendered shall be made payable to "KSU Housing". Landlord shall have the right to refuse any tender of payment in cash. No third party checks will be accepted or considered a proper tender of payment. In the event any payment is made by a check which is returned to Landlord due to insufficient funds, Landlord may require Tenant to make future payments by certified funds. If Tenant elects to mail any payment, then it is Tenant's responsibility to ensure that payment is received by the Due Date. The fixed rent includes pro rata shares of Landlord's estimated cost of normal utility consumption attributable to Tenant's use of the Premises. Electrical Conversation Caps: In order to promote responsible use of and conservation of electricity, Landlord has placed a cap on Landlord's obligation to pay for electricity, in units in the amount of \$42 per Bedroom per month and water in units in the amount of \$10 per Bedroom per month. Any actual utility billings over this cap will be divided equally among Co-Tenants, and Tenant's pro-rata share of such excess shall be billed to Tenant on a Quarterly basis, which Tenant hereby agrees to pay by the first of the next rental due date as Additional Rent. For accounting purposes, any refund balance due Tenant will not be refunded unless Tenant requests such refund in person at the Landlord's office.
4. **LATE CHARGE:** In the event any Installment or other payment due hereunder is not received at the location specified in Paragraph 3, or electronically, prior to the close of the fifth (5th) calendar day after such payment is due (the "Past Due Date"), Tenant shall pay a late charge of fifty dollars (\$50), which amount shall be considered as Additional Rent. Late charges are due and payable when assessed. If the Past Due Date falls on a Saturday, Sunday, or national holiday, payment must be made prior to the opening of business on the first business day following such weekend or holiday. Tenant shall also pay an additional late charge of fifty dollars (\$50) on the 10th of the month after the Past Due Date if payment is not received by Landlord. Tenant shall also pay an additional late charge of fifty dollars (\$50) on the 15th of the month after the Past Due Date if payment is not received by Landlord. If Tenant elects to make payment by check, Tenant shall pay Landlord the amount of thirty five dollars (\$35) as Additional Rent for any check returned to Landlord for insufficient funds, or which otherwise fails to clear the issuer's bank. Said charges shall be due and payable immediately upon notification to Tenant of such instance, and shall be in addition to any late charges resulting from the check's failure to clear the bank. Tenant acknowledges the returned check charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by Landlord as a result of such late payment and not payment for the use of money. If Tenant makes a partial payment of any Installment or Additional Rent, Landlord is entitled to keep the amount of such partial payment and apply it to any outstanding obligation, and Landlord's acceptance of such partial payment does not constitute a waiver of the Tenant's obligation to pay the entire amount of all obligations owed Landlord, including Additional Rent. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding Rent or Additional Rent incurred by or on behalf of Tenant, prior to applying the same to the current Installment(s) due. If the payment tendered by Tenant fails to satisfy the total charges outstanding, then Tenant shall immediately pay the total balance due, plus any late charges incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord. Tenant acknowledges that if Tenant has a past due balance Landlord has the right to place a hold on the Tenant's University records until the past due balance is paid in full.

5. **NON-REFUNDABLE ADMINISTRATION FEE:** In addition to Total Rent, Tenant shall pay a one-time non-refundable administration fee (the "Administration Fee") in the amount of two hundred dollars (\$200), which is due on the Execution Date. Tenant shall also pay a non-refundable residence life fee (the "Residence Life Fee") in the amount of one hundred dollars (\$100), and a non-refundable Cleaning Fee (the "Cleaning Fee") in the amount of seventy five dollars (\$75), both of which are due on the Execution Date.
6. **USE:** The Bedroom shall be used solely as a private residential dwelling only and for no other purposes. No more than one person shall be entitled to occupy the Bedroom. Without the prior written approval of Landlord, Tenant may not keep more than one (1) vehicle at the Community. For the purposes of this Housing Contract guest(s) shall be defined as any person not assigned to live in the specified Bedroom or Unit. Tenant shall not have guest(s) for more than any three (3) out of seven (7) nights. In the event of the occupancy by any unauthorized guest(s) of the Bedroom or Unit, Landlord shall be entitled to recover from the Tenant and guest(s) (whose liability shall be joint and several) an amount equal to the amount of the most recent Installment, in addition to the right of Landlord to declare the Housing Contract in default and pursue any of Landlord's other remedies hereunder or at law. Tenant agrees: (i) to abide by all applicable governmental laws, orders, rules and regulations, (ii) to avoid disruptive behavior or conduct, (iii) to obey the rules and regulations outlined in the Student Code of Conduct and the Resident Handbook for Kennesaw State University, (iv) not to injure the reputation of the Community or its residents, (v) not to take any action or inaction which would cause an increase in the rate of insurance at the Community, (vi) not to use profane language, (vii) not to exhibit loud or boisterous conduct, (viii) not to engage in the use or sale of any illegal or controlled substance, (ix) not to have firearms or explosives of any kind in the Community, and (x) not to engage in any activity which interferes with or decreases the use and enjoyment of the Community by other residents.
7. **CONDITION OF UNIT:** Tenant hereby acknowledges that the Unit and Bedroom are being delivered in "as-is" condition, and Tenant's acceptance of the Bedroom and Unit at the beginning of the Term constitutes Tenant's acknowledgment that the Unit and Bedroom and its furnishings are in good repair and tenantable condition, except as otherwise specifically noted on the Check-In/Check-Out Inspection Report, which is to be completed at move-in.
8. **ASSIGNMENT, TRANSFERRING OF TENANT'S INTEREST:** Tenant shall not assign or transfer Tenant's interest in this Housing Contract, or any part hereof, without prior written consent of Landlord. In the event Landlord agrees to allow Tenant to assign or transfer Tenant's interest in this Housing Contract, Tenant shall pay Landlord a non-refundable fee in the amount of two hundred dollars (\$200), which represents an agreed upon charge for the administrative expense incurred by Landlord for allowing the assignment or transferring of Tenant's interest in the Housing Contract. Tenant shall not sublet Tenant's interest in this Housing Contract, or any part hereof.
9. **TENANT'S OBLIGATIONS AND RESPONSIBILITIES:** Tenant agrees to keep and maintain the Bedroom and Unit in a good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alteration or addition thereto (including, but not limited to affixing fixtures to the Bedroom or Unit) without the prior written consent of Landlord. Tenant shall promptly report to Landlord all damage and repairs which need to be made to the Bedroom and Unit. Tenant shall be liable for and shall pay all costs and expenses for damages and repairs to the Bedroom (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Landlord's overhead, administrative cost, and expense) caused by Tenant's (or guest(s) of Tenant) abuse, carelessness or misuse of the Bedroom. Such costs for repair and damages shall constitute Additional Rent. It is understood that Tenant will be occupying the Unit jointly with Co-Tenants. Tenant shall be responsible for any damage caused to the Unit, Bedroom and/or Community by Tenant or Tenant's guests, and Tenant and Co-Tenants shall be jointly and severally liable, at the sole discretion of Landlord, for any damages to the kitchen and living/dining area of the Unit, including, but not limited to, its furnishings, fixtures, walls, ceilings, floors, carpets, and doors, and such costs for repair and damages or disappearance shall constitute Additional Rent. No furnishing assigned to the Unit shall be removed or dismantled without written permission from Landlord. Landlord strives to provide a safe and comfortable environment. If Tenant needs to report a maintenance request for an apartment or bedroom, Tenant should contact Landlord and describe the problem. Maintenance requests may be reported through the on line resident portal program, in person, over the phone, by electronic mail. Tenant is required to follow specified reporting methods for notifying management about any facility issues, including utilizing emergency notification systems when appropriate. If a Tenant needs immediate assistance and cannot reach emergency maintenance personnel, the residence life staff on-call should be notified. Tenant acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of the Housing Contract relating to water intrusion, water damage, and mold. Tenant acknowledges that it has a duty to notify Landlord immediately upon discovery or occurrence of moisture control problems, water damage, water intrusion, or mold in the Premises. Tenant further agrees that if mold conditions are discovered in the Premises, Tenant will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Landlord. Tenant shall also be responsible for any damage, including but not limited to damage from water and mold, which occurs as a result of Tenant's failure to give notice to Landlord within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Tenant hereby releases Landlord from any claim, loss or liability relating to such water intrusion, water damage, or

mold, including any claim, loss or liability arising from Tenant's failure to notify Landlord as required herein. Tenant shall be responsible for and liable for the conduct of Tenant's guests, licensees, and invitees. Any use of the Bedroom, Unit, or Community by a guest, licensee, or invitee of Tenant which would violate any provision of this Housing Contract shall be considered a breach of this Housing Contract by Tenant. Tenant shall immediately report to Landlord and the local law enforcement authority all acts of vandalism to the Bedroom, Unit, or Community. Tenant acknowledges that fire equipment is provided to monitor fire safety conditions and that Tenant is responsible for monthly testing of the fire equipment within the Unit. Tenant acknowledges that it has a duty to notify Landlord immediately if any fire safety equipment is not working or in need of repair.

10. **LIABILITY:** Tenant acknowledges that Tenant shares the Unit with other Co-Tenant(s) and that Tenant is solely responsible for getting along with the Co-Tenant(s) of the Unit, even if Landlord placed Tenant with Co-Tenant(s). Landlord shall not be liable for any personal conflict of Tenant with Co-Tenant(s), Co-Tenant's(s) guests, licensees, or invitees, or with any other tenants that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Tenant and Co-Tenant(s) in the Unit or tenants that reside at the Community does not constitute grounds for termination of Housing Contract by Tenant. Landlord shall not be liable for any personal injury to Tenant or damage or loss to Tenant's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes.
11. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees that Landlord, or its agents or representatives, may enter the Bedroom, Unit, or other Units at the Community at reasonable hours for the purpose of making inspections and repairs or for the purpose of displaying the Bedroom or Unit to prospective tenants or purchasers. In an emergency situation, Landlord may enter at any time to protect life or prevent damage to the Bedroom or Unit.
12. **UTILITIES AND SERVICES:** Tenant's utility charges for electricity, water & sewer, internet, and cable TV shall be included in the Rent. Electrical Conversation Caps: In order to promote responsible use of and conservation of electricity, Landlord has placed a cap on Landlord's obligation to pay for electricity, in units in the amount of \$42 per Bedroom per month and water in units of \$10 per Bedroom per month. Any actual utility billings over this cap will be divided equally among Co-Tenants, and Tenant's pro-rata share of such excess shall be billed to Tenant on a Quarterly basis, which Tenant hereby agrees to pay by the first of the next rental due date as Additional Rent. Tenant shall be jointly and severally liable with its Co-Tenants to Landlord for such charges which shall be considered Additional Rent. Landlord shall not be liable for injury, loss, or damage (including damage to person or property) resulting from the interruption of heat, air conditioning, electricity, water, sewer, telephone, cable television, or any other utility services, or for the malfunction of machinery, appliances or any other necessary or incidental devices, cables, pipes, etc. providing the utilities serving the Bedroom, Unit, or any part of the Community. Telephone services are required to be paid directly by Tenant, and the following shall apply: \* Telephone Service: Tenant shall be solely responsible for obtaining and paying for telephone services. For the purpose of obtaining and paying for Telephone Service, the premises as defined by the telephone company may be the Tenant's Bedroom or any combination of their Bedroom with other bedrooms within the Unit. Disconnection of Services: In the event Landlord shall disconnect any of the Services provided hereunder to Tenant, Tenant shall pay a Reconnection Fee of \$75 plus all applicable taxes for any reconnection of Services. Such amount shall be due as Additional Rent and due and payable in full together with any applicable late charges prior to reconnection of any Services. All amounts due for any Services now or hereafter provided to Tenant shall be due and payable in accordance with the Housing Contract and shall be deemed as Additional Rent. Any failure to pay such amounts shall be a default under the Housing Contract. Landlord reserves the right to terminate the Services to Tenant at any time and to enact rules and regulations governing the use of the Services by Tenant. Tenant acknowledges that matters beyond the control of Landlord may limit Landlord's ability to provide the Services. The Landlord makes no representations and hereby disclaims any and all warranties express or implied with respect to the Services, including, but not limited to, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord or its representatives or agents, whether in writing or otherwise, except as otherwise explicitly included in this Housing Contract, or in written documentation signed by the parties hereunder after the date hereof. The Landlord does not warrant or guarantee the protection of Tenant's privacy during operation of such Services, that such Services will satisfy Tenant's requirements, or that the operation of such Services will be uninterrupted or error free. Tenant acknowledges and agrees that neither Landlord nor its affiliates will be responsible to Tenant for any non-economic, consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental, economic or punitive damages arising from breach of warranty, breach of Contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any Services or the termination of any Services, whether arising from Tenant's use (or inability to use) of the aforementioned Services, or otherwise, even if Landlord has been advised of the possibility of such damage. In the event that any Services prove defective, or are discontinued or terminated, Landlord's entire liability and Tenant's exclusive remedy shall be limited to a reimbursement of moneys paid prorated by the day for each day the Service proved defective, or was discontinued or terminated. Tenant agrees to indemnify, defend and hold harmless the Landlord, its officers, directors, employees, affiliates and agents from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature whatsoever, including attorney fees, which arise, directly or indirectly: (i) in connection with the negligent acts, omissions or intentional wrongdoing of Tenant; (ii) violation by Tenant of any and all laws, ordinances, regulations and rules in connection with the offering of the Services; or (iii) illegal or inappropriate use of the Services. Tenant acknowledges that as an inducement for Tenant to

enter this Housing Contract cable television service is included in the Rent. In the event any Installment or other payment due hereunder is not received as specified prior to the Past Due Date, Landlord may elect to discontinue such service to Tenant. This remedy is in addition to any other applicable remedy afforded Landlord herein. Tenant acknowledges the cost of the cable television service and internet service that is covered by the payment of each Installment includes the cost of cable television service and internet service to the Tenant's Bedroom. Cable television service is also supplied to the living room of the Unit. In the event Tenant or any Co-Tenant shall fail to pay for such service Landlord may discontinue such service to the living room of the Unit (if applicable) as well as in the Tenant's Bedroom.

13. **PARKING, RECREATION, AND COMMON AREAS:** Various areas of the Community are designated and intended for the use in common by all tenants, including the parking areas, walkways, recreational facilities, activity centers, and other amenities (the "Amenities") made available by the Landlord. Tenant acknowledges Landlord retains the absolute right to alter, modify, or eliminate said Amenities should Landlord so elect. Tenant shall have no rights by reason of this Housing Contract to the use of any Amenities covered in this section. The use of the Amenities by the Tenant shall be at the Tenant's own risk and use may be regulated, denied, or restricted at any time by Landlord. Tenant is required by this Housing Contract and warrants that Tenant shall personally supervise Tenant's guests, invitees, and licensees and their every use of the Bedroom, Unit, and Amenities, and Tenant is completely responsible for their safety, negligence, and all of their actions. Tenant understands that Landlord will not provide supervision of the same.
14. **COLLECTIVE LIABILITY:** While the Landlord will strive to attribute damage and vandalism charges to the individuals responsible, when it cannot do so, all members of an apartment or building may be charged equally for damages.
15. **PET POLICY:** Tenant shall not have or allow any pet to be in the Bedroom, Unit, or on the grounds surrounding the residential community except for service animals determined to be necessary for persons with disabilities or fish in a properly maintained aquarium not to exceed 10 gallons.
16. **RELOCATION and CONSOLIDATION:** For purposes of operating efficiency, Landlord reserves the right, upon five (5) days' advance written notice at any time during the contract period to relocate Tenant to another apartment unit at the Community. Furthermore, Landlord retains the right to assign tenants to other bedrooms in the Unit. Landlord, to the extent practical and in Landlord's sole discretion, will honor Tenant's requests for the sharing of a particular Unit. Tenant may request relocation to another apartment unit in the Community by providing written notice to Landlord of the desire to relocate. Landlord, in its sole discretion, may allow or refuse such relocation. If Landlord allows Tenant to relocate, prior to such relocation, Tenant shall pay Landlord a relocation fee in the amount two hundred dollars (\$200) in order to compensate Landlord for the costs associated with such relocation, and Tenant shall be responsible for all costs associated with transferring of any Tenant paid services.
17. **PARENTAL OR SPONSOR'S GUARANTY** The Landlord requires, as a condition of this Housing Contract, a binding Parental or Sponsor's Guaranty (referred to as the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Housing Contract by Landlord. The obligor(s) of the Guaranty are referred to herein as the "Guarantor(s)." Landlord reserves the right to cancel this Housing Contract in the event such Guaranty is not fully executed, notarized, and returned to Landlord by the earlier of (i) fifteen (15) days from the Execution Date, or (ii) the date Tenant takes occupancy. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights, both criminal and civil, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Housing Contract is for an essential necessity of Tenant, and that Guarantor shall be fully bound by all the terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of this Housing Contract and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.
18. **RULES AND REGULATIONS:** The Rules and Regulations are included and incorporated herein by reference, and are an important part of this Housing Contract. By executing this Housing Contract, Tenant acknowledges that he or she has read and agrees to abide by the Rules and Regulations and the KSU Resident Handbook. Landlord reserves the right to make changes to the Rules and Regulations or the KSU Resident Handbook and such amended Rules and Regulations shall be deemed as equally binding upon Tenant as if originally set forth herein.
19. **CASUALTY:** In the event of fire, smoke, wind, flooding, water intrusion or other casualty, Tenant must immediately notify Landlord. If the Bedroom and/or Unit is partially destroyed by fire, smoke, wind, flooding, water intrusion or other casualty not attributable to the negligence or carelessness of Tenant or Tenant's guest, licensee, or invitee, the Bedroom or Unit, as applicable, may be promptly restored and repaired by Landlord and any Installment(s) for the period that the Bedroom and/or Unit is untenable shall abate. If the Bedroom and/or Unit is substantially destroyed by fire, smoke, wind, flooding, water intrusion or other casualty, then this Housing Contract may be terminated by either Landlord or Tenant, in which event the remaining unpaid Installments due hereunder shall cease to accrue as of the date of such damage or destruction. If Landlord deems the Bedroom and/or Unit uninhabitable and cancels this Housing Contract, then Tenant shall promptly vacate the Bedroom and/or Unit and remove all of Tenant's personal property. Landlord shall have no further liability to Tenant for its inability to provide the Bedroom and/or Unit on

account of the casualty loss. In the event that Landlord has additional Bedrooms or Units available, Landlord shall relocate Tenant to the new Bedroom and/or Unit and the Installment(s) shall not be abated. Notwithstanding the foregoing, it is expressly understood and agreed Tenant shall not be excused from paying any Installment if the damage or destruction to the Bedroom and/or Unit is the result of or is attributable to the negligence or carelessness of Tenant or the guests, licensees, or invitees of Tenant, and Tenant shall be charged for the cost of any repairs or clean-up attributable to carelessness or negligence by Tenant or Tenant's guests, licensees, or invitees which charges shall be considered as Additional Rent. The decision on whether a Bedroom and/or Unit is "habitable" shall be at the Landlord's sole discretion.

20. **TENANT'S PROPERTY AND RENTER'S INSURANCE:** Tenant is responsible for acquiring and maintaining Tenant's own insurance on personal property, furniture, clothing, and valuables kept by Tenant in or about the Bedroom, Unit, and Community. Landlord shall have no liability with respect to same, whether such items are lost, injured, or damaged by theft, water, wind, rain, fire, Act of God or other casualty, and Tenant expressly waives all claims for such injury, loss, or damage. The Landlord is not responsible for and will not provide fire or casualty insurance for Tenant's personal property.
21. **LANDLORD'S PERMISSION OR CONSENT:** If any provision of this Housing Contract requires the written permission or consent of Landlord, such written permission or consent may be granted or withheld in the sole discretion of Landlord, may contain such conditions as Landlord deems appropriate, and shall be effective only so long as Tenant complies with such conditions. Moreover, any written permission or consent given by Landlord to Tenant may be modified, revoked, or withdrawn by Landlord at any time, at Landlord's sole discretion, upon written notice to Tenant.
22. **NOTICES:** Tenant shall, within five (5) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Housing Contract or otherwise. Failure of Tenant to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Tenant as any grounds for nonperformance of Tenant's obligations under this Housing Contract. Landlord has designated KSUF Housing Management, LLC. as its agent for the purposes of managing and operating this Community and for exercising any of Landlord's rights hereunder. Every notice or demand to Landlord, whether pursuant to this Housing Contract or otherwise, must be in writing and must be delivered by certified mail, Return Receipt Requested, to: KSUF Housing Management, LLC, 1000 Chastain Road, Box 9101, Kennesaw, GA 30144 Attn: W.R. Heflin, Jr. Director of Real Estate.
23. **ABANDONMENT:** In the event the Bedroom is abandoned, Landlord shall have the right, without notice, to secure the Bedroom with new locks, to store or dispose of any property or personal possessions left in the Bedroom and Unit by Tenant or Tenant's guests, licensees, or invitees, and to re-rent the Bedroom for new occupancy. Any such abandoned property or personal possessions shall be considered Landlord's property and title shall vest in Landlord. Landlord, in its sole discretion, shall have the right to determine when the Bedroom is abandoned. Tenant agrees abandonment of the Bedroom shall include, but is not limited to, any one of the following: the removal of personal property from the Bedroom other than in the usual course of continuing occupancy, the failure to pay Rent or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Landlord.
24. **DEFAULT BY TENANT:** If Tenant fails to pay any Installment or Additional Rent, as and when due hereunder, or if Tenant abandons Bedroom or fails to perform any of its obligations hereunder, or if any information contained in Tenant's rental application is untrue or misleading, Tenant shall be in default hereunder and Landlord may at its option terminate this Housing Contract by written notice to Tenant. Tenant shall surrender possession of the Bedroom to Landlord upon the date specified in such termination notice, and Tenant shall be liable to Landlord for, and shall indemnify Landlord against, all loss and other expenses (for re-letting, refurbishing, cleaning or otherwise making the Bedroom suitable for re-letting) suffered or incurred by Landlord as a result of Tenant's default and termination of this Housing Contract. Notwithstanding the commencement of a dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by Tenant, Tenant shall remain liable to Landlord for all Installments and Additional Rent, accrued through the date on which possession is obtained by Landlord, and Tenant shall continue to be liable for any Installment(s) and Additional Rent accruing thereafter until the earlier of the expiration of the Term or the re-rental of the Bedroom. It is intended that Landlord's remedies for a default hereunder shall be as broad as permitted under the laws of the State and shall include, without limitation, (a) the right to cancel this Housing Contract, reserving the right to collect any unpaid Total Rent; (b) the right to terminate this Housing Contract per section 25 of this Housing Contract; or (c) the right to rent the Bedroom for the account of Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Bedroom, and third, to Tenant's rental obligations hereunder, with Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental obligations for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect Total Rent, or of Landlord's right to avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charges for certain actions of Tenant which may constitute violations of this Housing Contract, Landlord may elect, in its sole discretion, to enforce the default and/or termination provisions contained

herein or to enforce the provisions of the Rules and Regulations. In the event of a default by Tenant hereunder, in addition to any other remedies, Landlord is entitled to employ an attorney at law to enforce Landlord's rights hereunder, and all reasonable fees and cost connected therewith shall be paid by Tenant. Any rental obligations or damages that remain unpaid after default shall bear interest at the lesser of fifteen (15%) percent per annum, or the highest rate allowable by law. Landlord has the right to place a hold on Tenant's University records for any payment or account in default until the account is paid in full. In the event of re-entry and repossession by the Landlord, Landlord shall have the right to store or dispose of Tenant's property remaining in the Bedroom or Unit, and Tenant shall be liable for all costs, fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Housing Contract. Tenant agrees Landlord shall have no liability for any actions taken to secure the Bedroom, obtain possession of the Bedroom, or store or dispose of any personal property or possessions found in the Bedroom or Unit when Landlord deems the Bedroom to have been abandoned, and such actions are a Contractual matter to which Tenant has given his consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

25. **TERMINATION:** Landlord has the option to elect to terminate a contract or to pursue options provided in Section 24 of this Housing Contract. Terminations must be pre-approved by Landlord. If Landlord grants Tenant a termination, a Termination Fee of fifty percent (50%) of the remaining balance of the Housing Contract or an amount equivalent to three months rent installment, whichever is greater, will be due to Landlord.
26. **CHECK-IN AND CHECK-OUT PROCEDURES:** Immediately preceding Tenant's taking possession of the Bedroom, Tenant shall conduct an inspection of the Unit and Bedroom and shall note on the Check-In/Check-Out Inspection Report (the "Inspection Report"), which shall be incorporated by reference and made a part hereof upon completion, any defects or damages, and any other conditions observed. Landlord and Tenant shall sign the Inspection Report as conclusive evidence of existing defects, damages, or conditions and of a full inventory of furniture and fixtures. Within three business days after the date of the termination of occupancy, Landlord shall inspect the Unit and Bedroom and shall note in the space provided on Landlord's copy of the Inspection Report the present condition of the Unit and Bedroom, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during Tenant's occupancy and use of the Unit and Bedroom. Landlord may conduct an Inspection Report of Unit without Tenant if Tenant is not present. Tenant may inspect the Bedroom and Unit within five (5) business days after termination of the Housing Contract. Landlord and Tenant shall sign the Inspection Report as conclusive evidence of defects and damages existing at termination of the Housing Contract. If Tenant fails to sign the Inspection Report or specifically dissents in writing to any damage or defect, then Tenant waives the right to dispute any assessment of damages to the Bedroom and Unit. If the Tenant terminates occupancy without notifying the Landlord, the Landlord may make a final inspection within a reasonable time after discovering the termination of occupancy. Upon termination of this Housing Contract for any reason, Tenant shall surrender possession of the Unit and Bedroom in a clean and sanitary condition, including removing all trash from the Bedroom and Unit. Tenant shall pay all utility and service bills to the Unit and Bedroom for which Tenant is responsible. Tenant shall return to the Landlord all keys issued to the Tenant by the Landlord. If all keys issued to Tenant are not returned to Landlord, Tenant shall pay all costs associated with re-keying locks for the Unit and/or Bedroom, along with the cost of replacement of all keys for the locks re-keyed. Tenant's failure to follow the prescribed check-out procedures may result in fines and damages charged to the Tenant and payable to the Landlord.
27. **RENEWAL:** If, prior to the expiration of the Term, Tenant executes a binding Housing Contract with Landlord for the next succeeding contract year (a "New Housing Contract"), the terms of this Housing Contract shall continue in full force and effect (without, however, any obligation of Tenant to make any additional payment of Rent or Installment hereunder) until the beginning of the term provided in the new Housing Contract (the "New Term"). Nevertheless, Tenant shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the New Term.
28. **HOLDING OVER:** If Tenant fails to surrender the Bedroom and Unit by the end of the Term, a charge in the amount of one hundred dollars will be charged for each day past the last day of the Term in which Tenant holds over. After termination or expiration of this Housing Contract, this Housing Contract shall not be deemed to have been renewed or extended and Tenant shall be deemed to be a tenant at sufferance.
29. **NO BUSINESS USAGE OR SIGNS:** Tenant shall not carry on any organized business for remunerative purpose from the Unit nor use any Unit phone number for business purposes. Tenant shall place no signs, placards or other advertisement of any character in the Unit and Bedroom, or anything visible from the outside.
30. **PHOTOGRAPHS:** Tenant image may appear in photographs taken in the Community and Tenant agrees to allow Landlord to use such photographs of the Tenant and/or the Unit for the purpose of advertising the Community or other similar apartment Community owned by Landlord and hereby consents to such use.
31. **SUBORDINATION:** This Housing Contract shall be subject and subordinate at all times to the lien or security title or interest of any and all mortgages, deeds of trust, and deeds to secure debt now or hereafter placed on or against the

Community or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed on part of Tenant to effectuate such subordination.

32. **INDEMNIFICATION:** Tenant, for himself/herself, and his/her representatives, heirs, assigns and successors releases Landlord, and its affiliates, officers, directors, shareholders, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for and agrees to indemnify the Indemnified Parties against all losses incurred by the Indemnified Parties as a result of (a) Tenant's failure to fulfill any condition of this Housing Contract; (b) any and all liability for injury or loss relating to Tenant's use and occupancy of the Bedroom, Unit, or Community; (c) any damage or injury happening in or about the Bedroom, Unit, or Community to Tenant's guests, licensees, invitees, or such person's property; and (d) Tenant's failure to comply with any applicable laws, rules or regulations.
33. **STATE LAW:** The law governing this Housing Contract is the law of the State of Georgia.
34. **MISCELLANEOUS:** Failure of Landlord to insist upon strict compliance with the terms of this Housing Contract shall not constitute a waiver of Landlord's rights to act on any violation. In all references herein to Tenant, the use of the singular number is intended to include the appropriate number as the text of this Housing Contract may require, and all gender references to male or female are intended to be gender neutral. This Housing Contract creates a usufruct only and not an estate for years. This Housing Contract and any attached addenda constitute the entire Housing Contract between the parties and no oral statements shall be binding. Any amendment to this Housing Contract, other than a change to the Rules and Regulations or KSU Resident Handbook, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Housing Contract. Any addendum referenced in this Housing Contract including, but not limited to the Rules and Regulations, KSU Student Code of Conduct, KSU Resident Handbook, Check-In/Check-Out Inspection Report, and Guaranty, are hereby incorporated by reference as a part of this Housing Contract. If any one or more of the provisions of this Housing Contract, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all the provisions of this Housing Contract and all other applications by any such provision(s) shall not be affected thereby.

### Agreement

**BY CLICKING THE "Accept" BUTTON BELOW, YOU AGREE TO ALL OF THE PROVISIONS OF THIS HOUSING CONTRACT WHICH SHALL BE A BINDING AGREEMENT BETWEEN YOU AND KSUF Housing Management, LLC.**