

**Fort Valley State University  
Office of Housing/Residence Life**

**WILDCAT COMMONS & UNIVERSITY HOUSING  
LEASE AGREEMENT 2008-2009  
(Schedule A)**

This schedule A is attached to and for all purposes made a part of the Wildcat Commons & University Housing lease Agreement by Fort Valley State University, dba FVSU Foundation, LLC and the tenant listed below:

**Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Print Name)

**Address:** \_\_\_\_\_  
(Street Address/ Apt)

\_\_\_\_\_  
(City, State, Zip Code)

**Home Phone #:** \_\_\_\_\_ **Cell Phone #:** \_\_\_\_\_ **SSN#:** \_\_\_\_\_

**DESCRIPTION OF HOUSING:** This lease agreement is for an accommodation in a (n):

- Suite/Semi-Suite
- Apartment
- Traditional Housing

**HOUSING TERM:** The term of this lease agreement is from: **Fall 2008-Winter/Spring 2009**

*Landlord's portion of Electrical cost: \$35.00 per month per resident. (Tenants are responsible for the remainder of the month's electrical cost). Cost will be divided evenly among the residents and charge added to account. Resident will be notified of electrical overages on a monthly basis by letter delivered to mail boxes.*

**OTHER TERMS:** The attached documents entitled, "Housing Application" and "Lease Addendum" are incorporated in this Lease as if they were set forth in the body of this lease.

**Resident Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**GUARANTOR INFORMATION:**

**Name:** \_\_\_\_\_ **SSN#:** \_\_\_\_\_  
(Print Name)

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**The following Lease Addendum is attached to and made a part of your Lease Contract. You should read the following carefully. This Lease Addendum is incorporated into and made a part of all Resident Leases.**

**1. Wildcat Commons & Traditional Housing Student Handbook.** Unless otherwise noted all provisions under the FVSU Student Handbook apply at Wildcat Commons & University Housing. In the event of a conflict between the Student Handbook and any provisions of the Lease or Lease addendum, the lease documents will prevail.

**2. Limited Access Doors.** Subject to our right to remove the limited access doors at any time, we are providing controlled access doors in an attempted to control access to the Suites Community - it is not provided for your security. If we remove the Limited Door Access we will not be in violation of any warranty or promise. The Limited Access Doors are not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You agree that your actions will not impair the use or function of the Access Doors. The Access Door is a mechanical device and can be rendered inoperative at any time. There may be breakdowns of a mechanical or electrical nature from time to time. Once we know that a Limited Access Doors is not properly working, we will proceed with diligence to repair the door. You agree that our installation of the Limited Access Doors is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Limited Access Doors increase your personal safety. We are not and will not become liable to you, your family, or guests for any injury, damage, or loss which is caused as a result of any problem, defect, malfunction, disruption, or failure of the performance of the Limited Access Doors. In consideration of our attempt to better serve you by having Limited Access Doors you agree that on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, contractors, employees, or representatives for any damage, costs, loss of personal property, damages or injury to you as a result of, or arising out of or incidental to the installation, operation, repair or replacement or use of the Limited Access Doors.

**3. Camera.** Subject to Owner's right to cancel same at any time, Owner is installing video cameras (the "Camera") at various locations within the community. The Camera is not monitored 24 hours/7 days a week, but will be recorded on a DVR. The installation or use of the Camera does not prevent Owner, at any time, from permanently removing the Camera and there is no obligation upon Owner to continue to maintain the Cameras. The removal of the Camera shall not be a breach of any expressed or implied warranty, covenant or obligation. Owner has furnished the Camera in an attempt to periodically record activities in the community and not for your security. The Camera is not a monitored video surveillance system you are solely responsible for the control of visitor access to your suite. Neither Owner nor Owner's agent, contractors, employees or representatives will be using the Camera to observe, monitor or videotape the entry of persons into the suites community or to control access to the suites community. Any benefit you may receive from the Camera is only incidental to the existence of the Camera. The Camera is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You agree not to act in any way which may impair the use or function of the Camera. The Camera is a mechanical and electrical device and can be rendered inoperative at any time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. Owner assumes no duties with regard to the Camera. You agree that Owner's installation of the Camera does not constitute a voluntary undertaking or agreement by Owner to provide security to you, your family, your guests, or other occupants of your suite. There is no guarantee that the presence of the Camera increases your personal security or safety. You agree to assume all responsibility for obtaining

insurance to cover losses of all types. You acknowledge that your personal security is your responsibility.

Owner is not and shall not become liable to you, your family, your guests or other occupants of your suite for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Camera. You further agree that Owner is not liable for injury, damage or loss to any person or property caused by any other person including but not limited to theft, burglary, repasts, assault, vandalism or any other crime.

Owner nor Owner's agents, contractors, employees or representatives shall be liable in any way for any disruption in the operation or performance of the Camera. You agree that on behalf of yourself, your family, guests or other occupants, you will never make demand upon or file suit against Owner, or any of Owner's agents, contractors, employees or representatives for any damages, costs, loss of personal property, damages or injury to you as a result of, or arising out of or incidental to the installation, operation, repair or replacement or use of the Camera. You hereby release Owner and its agents, contractors, employees and representatives of and from any and all liability connected with the Camera.

**4. Wait List.** If a suite/bedroom is not assigned, the applicant will receive a full refund of the Security Deposit only if they are not officially accepted to the University. Management will notify you once we determine what your assigned bedroom will be. The applicant understands that this is a binding contract and he/she is responsible for all conditions set forth in the Lease Agreement and the Lease Addendum.

**5. Package Release.** Due to the liability involved, the Wildcat Commons & University Housing Community will accept packages from commercial delivery services (UPS, Federal Express, etc.) only with written consent. If you have any questions, please feel free to contact the Information Center in the Clubhouse. Number of packages received per month (estimate): \_\_\_\_\_. By signing this Addendum, you give us your written consent to accept such packages. This service is offered as a convenience to you, and you hereby release us from all liability of any kind in connection therewith.

## **LEASE ADDENDUM**

**6. Mold and Mildew.** 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. Resident acknowledges that it is necessary for Resident to use appropriate climate control, keep the Suite clean, and take other measures to retard and prevent mold and mildew from accumulating in the Suite. Resident agrees to clean and dust the Suite on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Suite. Resident agrees to immediately report in writing to the management office: (i) any evidence of a water leak or excessive moisture in the Suite, as well as in any storage room, garage or other common area; (ii) any evidence of mold - or mold or mildew-like growth; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Suite; (iv) any inoperable doors or windows and (v) any moldy, dank or "off-odors" in the Suite, even if mold or mildew is not evident. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph. Resident acknowledges receipt of a "Tip Sheet on Mold Prevention" that is

attached to this Lease Addendum. If through Resident's information or information developed by management, Owner believes that it needs to enter the Suite to inspect, test or remediate mold, mildew, or excess moisture, Resident shall allow such entry, inspection, testing and remediation and shall not consider this activity to be a default by Owner or a constructive eviction of Resident.

**7. Body of Water. (If applicable)** Within the Suite Community is a detention pond. The steep banks, depth and clarity of the waters create certain dangers and hazards but these have been pointed out to you. In the event that you or your guests approach the pond, you do so with full assumption of all dangers and risks inherent therein. You agree to indemnify, defend and hold harmless the Landlord, the Manager and their respective employees, officers and directors (collectively, the "Indemnities") against and you hereby release and covenant not to sue or cause to be sued the Indemnities with respect to all liabilities, expenses, and losses incurred as a result of any accident, injury, death or damage involving you or your guest which shall happen in, on, or around the pond.

**8. Construction. (If applicable)** The Suites Community is under a development state. As construction continues, you and your guests need to exercise extreme caution in and around all common areas. We will attempt to limit construction activity as warranted to minimize your inconvenience.

**9. Internet Access and Internet Connections.** In this paragraph, the terms "you" and "your" refer to all residents signing below; the terms "we," "us" and "our" refer to the Owner named in the Lease Contract (not to the property manager or to anyone else). We provide internet access to one internet access jack outlet in each bedroom of the Suite and in the computer center in the Suite Community's computer lab on the 4<sup>th</sup> floor. All computer hardware and software necessary to access the internet shall be supplied by you at your cost and expense. Any access or other uses other than as provided by us shall be at your cost and expense. There will be no reduction in Rent you pay if you do not access the internet or if you access it through a system other than the access provided by us. We are not liable for any interruption, surge, inability to connect, failure of the internet provider to provide such services, or for any damages directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold us harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud and copyright and trademark infringement. Any breach of the foregoing shall be a violation of the Lease Contract.

**10. Security Guidelines for Residents.** The Management would like you to be aware of some important guidelines for the safety of yourself, your guests and your property. We recommend that you consider following these guidelines, in addition to other common sense safety practices.

#### **PERSONAL SECURITY – WHILE INSIDE YOUR SUITE OR UNIT**

1. Lock your doors and windows – even while you're inside.
2. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
3. Use care when giving out keys, gate or lock combinations.
4. Don't put your name, address, or phone number on your key ring.
5. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. We will be happy to accommodate you, as long as you

pay for the rekeying. Even if you don't request a lock change under these circumstances, we reserve the right to change the locks at your expense.

6. Dial 6211 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the management.
7. Check your smoke detector monthly for dead batteries or malfunctions. If your smoke detector is beeping at random, submit a work order to have the battery replaced.
8. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
9. Immediately report the following to management – in writing, dated and signed:
  - a. Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
  - b. Any malfunction of other safety devices outside your suite, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
10. Close curtains, blinds, and window shades at night.
11. Mark or engrave identification on valuable personal property and provide said list to Campus Security.

### **PERSONAL SECURITY – WHILE OUTSIDE YOUR SUITE**

12. Lock your doors while you're gone.
13. Leave a radio or TV playing softly while you're gone.
14. Close and latch your windows while you're gone, particularly when you're on vacation.
15. Tell your roommate(s) where you're going and when you'll be back.
16. Don't walk alone at night.
17. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
18. Don't give electronic soft cards or bedroom hard keys to anyone.
19. Use lamp timers when you go out in the evening or go away on vacation.
20. While on vacation, have your mail temporarily stopped by the post office.
21. While on vacation, have your newspaper delivery stopped.
22. Carry your soft key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

### **PERSONAL SECURITY – WHILE USING YOUR CAR**

23. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
24. Whenever possible, don't leave items in your car, such as tapes, CDs, wrapped packages, briefcases, or purses in view.
25. Don't leave your keys in the car.
26. Carry your key ring in your hand while walking to your car – whether it is daylight or dark and whether you are at home, school, work, or on vacation.
27. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
28. Check the backseat before getting into your car.
29. Don't stop at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

### **PERSONAL SECURITY – AWARENESS**

**No security system is failsafe.** Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering, and human error. **We disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.** The best safety measures are the ones you perform as a matter of common sense and habit.

**11. 6211 Service.** The FVSU 6211 emergency response system does not currently have the capability of identifying your specific suite number based solely on a telephone call to the system, therefore, if you are in need of emergency assistance, **PLEASE GIVE THE 6211 OPERATOR YOUR BUILDING & SUITE NUMBER.**

**12. Move-Out Instructions.** The following information is provided to assist you in your move-out. **REQUIREMENTS TO BE FULFILLED BUT ARE NOT LIMITED TO:**

1. Full term of Lease Agreement.
  2. No unpaid charges or delinquent rents.
  3. All Keys, remotes, and/or access cards returned.
  4. Schedule a Check-Out Appointment with the office 48 hours in advance.
  5. Forwarding address left with office.
  6. Any other keys, access cards, etc. returned to office.
  7. Official documentation of housing cancellation must be provided with appropriate approvals.
- All belongings/possessions must be removed from the suite prior to the Check-Out Appointment. All necessary cleaning should be completed as well. A Detail of Expected Cleaning can be obtained at the Information Center.*

**13. Your Suite/Apartment Home.**

1. All draperies, drapery linings, shutters or blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the Community. You cannot use foil or other unsightly materials to cover the windows and you cannot display neon or flashing signs in the windows.
2. Garments, rugs or any other items may not be hung from the windows or any other exterior area of the community.
3. You can't distribute post or hang any signs or notices in any portion of the Suites Community. You can't throw objects from the windows; do not use adhesive hooks or stickers on the walls.
4. Welcome mats can be placed in front of doors, but rugs or carpet remnants are not permitted.
5. No electrical and telephone wiring may be installed within the suite home. Residents may not install satellite dishes. Absolutely no holes may be drilled within the leased premises. This includes, but is not limited to, outside walls, roof, windows, or balcony railings.
6. Door locks can't be changed without prior written approval from the Manager. Keys to changed locks will be deposited with the Manager. A \$50.00 fee will be assessed for all lock changes requested while residing in suite.
7. No alarm systems or lock/latch changes or rekeying is permitted unless we have approved it in writing.
8. You can't modify the Suite's ceilings, floors, walls, shelves, or closets.
9. You need to be careful not to trigger the overhead sprinkler system in your Suite. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither we nor Manager will be responsible for any damages incurred from such situations.
10. No pets, with the exception of guide animals, will be allowed in the Premises. If a pet is found in the Suite, the following shall apply to the violation of our pet policy: 1st violation A written warning will be issued to you to remove the pet. 2nd violation if you do not remove the pet or after removal have another pet, a \$200.00 fine will be imposed against you and we may, in our discretion, declare you in violation of your Lease (this fine is in addition to any damages to our property which may have been caused by the pet).
11. You must keep all utilities to the Premises active; you cannot turn them off if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Suite heated to at least 50° F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and other's

property if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.

12. After you move into your Premises, you are responsible for replacing all interior light bulbs and fluorescent tubes in your Premises. Colored bulbs are not allowed in any exterior light fixture.

13. You must dispose of all trash in the proper bins in various collection areas in the Suites Community. Do not leave trash around the outside of your suite, in the stairwell, elevator lobbies, and etc. The following shall apply to violations of this trash policy:

1st violation A written warning 2nd violation A \$10.00 (per person) fine will be imposed and we may, in our discretion, declare you in violation of the lease (this fine is in addition to any damages caused by such violation). Additional violations will result in additional charges.

**14. Access to Your Suite.** You need to notify Manager of any expected guest(s), delivery service, maid service, etc. Verbal permission requires a form of identification (e.g. social security number, birthday). Otherwise we may deny access into the Suites Community and into your Suite. No key will be given to any guest, delivery service, maid service, etc. without your prior **written permission**.

**15. Common Areas.** All furniture is to remain in the Common areas for use by the entire community. Anyone found to have furniture from the common area in their residence will be fined and required to return the furniture to the lobby. Guests are to be accompanied at all times and are your sole responsible upon entering the building. Computer users in the labs should be mindful of fellow residents and limit their time to 30 minute intervals if fellow residents are waiting; if a fellow resident is waiting to complete an academic assignment, any person utilizing the computer for recreational purposes will be expected to allow the fellow resident to access the computer.

**16. Restrictions on Alcohol.** Wildcat Commons & University Housing is an alcohol-free community pursuant to the University's alcohol policy. Alcoholic beverages are not permitted anywhere in the community, including your Suite/Apartment and any common area. Any alcoholic beverages found may be confiscated and disposed of by a Wildcat Commons University Housing representative. Public intoxication will not be tolerated. We have the right to exclude guest or other who, in our sole judgment, are violating the Student Handbook, law, the Lease or

**17. Community Guidelines.**

1. Disturbing other residents, neighbors, visitors or our representatives.

1st violation- A written warning will be issued;

2nd violation- A \$25.00 fine will be assessed against you;

3rd violation- A \$50.00 fine will be assessed and the Guarantor will be notified;

4th violation- A \$100.00 fine will be imposed and we may, at our discretion, declare you in violation of the Lease.

2. Bicycles and other personal property can't be parked or left outside an Suite, except on private patios, balconies, or bicycle racks that we may provide. You can't hang your bicycles from the ceiling or wall of the patios or balconies.

3. For your safety, team sports such as football, baseball, kickball, soccer, dodge ball, etc. are not permitted to be played in the parking areas.

4. Use of the common areas of the Suites Community including, but not limited, to the clubhouse/Information Center, computer labs, theater, game room area, and common area lounges is for you and other residents and their limited guests (no more than two per resident) except in the situation of a resident hosted function which we have previously approved. If you have any guests using these facilities, you must accompany your guest at all times. If any person

using the facilities is 16 years of age or under, that person must be accompanied by a guardian or sponsor who is 18 years or older.

5. All Residents must have their Resident Identification card with them while using any of the common areas/amenities. *(if applicable)*

**18. Video Disclaimer *(if applicable)*.** We are happy to offer videos for your entertainment, but only to our Residents. We have no responsibility for monitoring video choices, and we encourage parents to control their children's video selections. We reserve the right to withhold any movie from any person, if we deem the subject matter to be inappropriate for the audience.

**19. Fire Safety.**

1. All other grills or hibachis are prohibited. You are responsible for any damage caused by improper use or violation of this rule.

2. You can't store or repair any gasoline or gas-fueled vehicle, motorcycle, moped or other similar vehicle in the area of the Suites Community or Premises.

3. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.

4. Candles, incense, or other open flames are prohibited.

5. Fireworks of any type are prohibited in the Premises and throughout the Suites Community. Campfires, bonfires or open fires of any type are strictly prohibited.

**20. Lock-Outs.** Contact the Information Center for after-hours Lock-Outs and emergencies. Call 911 in case of fire and other life threatening situations.

**21. An unauthorized vehicle is defined as:** Any vehicle parked, stored, or situated anywhere within the community.

**22. Miscellaneous.**

1. Neither you nor your guests can make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, stereos, television sets, amplifiers and other instruments or devices can't be used or played in such a manner as may constitute a nuisance or disturbs other residents. Accordingly, the following shall apply to complaints concerning you or your guest's violation of this rule:

1st complaint- A written warning will be issued;

2nd complaint- A \$25.00 fine will be assessed against you;

3rd complaint- A \$30.00 fine will be assessed and the Guarantor will be notified

4th complaint- A \$100.00 fine will be imposed and we may, at our discretion, declare you in violation of the Lease

2. Neither you nor your guests can use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents. This policy is especially important after 9:00 p.m.

3. Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to the Information Center (during business hours) or the Resident Director(s) (after hours). The Resident Director will either handle personally and /or contact the appropriate management or security personnel to handle the disturbance.

4. We have the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Suites Community, or disturbing other residents, neighbors, visitors or our representatives. We can also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as your guest.

5. Neither you nor your guests will be allowed to engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Suites Community; possessing, selling or manufacturing illegal drugs or illegal drug paraphernalia; engaging in or threatening violence; possessing a weapon (unless authorized by law); discharging a firearm in the Suites Community; displaying a gun, knife or other weapon in the Suites Community in a threatening manner; soliciting business or contributions; operating a business or child care service within the Premises; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the Suites Community; using candles, incense or kerosene lamps.

**23. Security acknowledgment and release. By execution of the lease, I agree as follows:**

Your signature at the end of this addendum indicates that you will upon move-in inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order. It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any); contact the Manager if you have any questions. Under all circumstances, you should assume that electronic and mechanical systems may malfunction and that persons responsible for them are fallible. You understand that neither we nor the Manager can guarantee or assure personal security or safety for anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on us to continue furnishing them. We assume no duties of security except to proceed with diligence to repair such systems after you have given us written notice of their malfunction. You must understand that any personnel or any mechanical or electronic devices that we are providing (courtesy patrol, intrusion systems, pedestrian gates, controlled access vehicle gates (if any), etc.) cannot be relied upon by you as being working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Accordingly, you hereby release us and the Manager, our respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, it being understood that none of such persons or entities are insurers of your safety or that of your property in the Suites Community. *Remember to please call the police at 6211 first if trouble occurs or if potential crime is suspected.*

**24. Service Requests.** We offer 24 hour response to emergency service requests. Call 6211 in case of fire and other life threatening situations. Emergencies are considered any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, you may also contact the Resident Director and explain the situation. They will contact the proper service personnel. For normal service requests, please call during normal office hours, which are Monday through Friday from 8:30AM-5:30PM.

**25. Transfer Information.** If you want to transfer from one Suite/Bed to another, the transfer must be approved by the Manager. You cannot be in violation of this Lease at the time transfer is requested. Such approval is at our sole discretion. If the Manager approves the transfer, you will need to sign a new lease and complete applicable paperwork. If your lease on the first Suite/Bed has not expired, a \$75.00 Transfer Fee will be required. The rental rate for the new Suite/Bed you are transferring into will be the greater of (1) the rate for the new Suite/Bed as of the transfer date or (2) the rate for the new Suite/Bed as of the date of this Lease for the first Suite/Bed. We will inspect the vacated Suite/Bed. It must be left in the condition it was at the time of your initial

occupancy (normal wear and tear excepted). After we have inspected the first Suite/Bed, the appropriate portion of your original security deposit will be refunded.

**26. Modification of Addendum.** You and your guests will be required to comply with all of the requirements set forth in this addendum. We have a right to change them from time to time as we or the Manager deem necessary. Any changes to this addendum will be effective and a part of the Lease once it has been delivered to you or posted in a public area of the Suites Community used for such purposes. You are responsible for your guest's compliance with all guidelines. Either we or the Manager will use reasonable efforts to get all residents and other persons to comply with this addendum, but neither of us will be responsible to you if we fail to cause any persons compliance.

**27. Occupancy Guidelines.**

The maximum occupancy is established at two (2) persons per two room apartment or double occupancy traditional room, three (3) persons per three room semi-suite and four (4) persons per four room apartment/suite/semi-suite. No guest can stay for more than three (3) days during a thirty (30) day period without our consent. The maximum number of guests in any apartment at any one time is six (6) guests.

In the event occupancy in your Premises at any time exceeds the maximum occupancy standard, you must cause someone in your Premises to leave within one month from the date of the increase (but you won't be released from your obligations under the Lease even if the person who leaves is you), or at the end of the lease term, whichever comes first. It is your responsibility to inform the Manager if or when the number of people living in the Suite exceeds the stated occupancy limits. If you fail to do so, you will be in violation of the Lease and we may ask you to vacate the Suite, even though you will still be liable under the Lease.

**BY SIGNING THIS ADDENDUM, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTAND IT. THIS ADDENDUM IS A PART OF YOUR LEASE AND WILL APPLY TO YOU AND TO YOUR GUESTS. YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU VIOLATE THIS ADDENDUM, YOU ARE IN VIOLATION OF THE LEASE. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND FOR THE SECURITY OF YOUR GUESTS.**

**Resident Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FVSU Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_