



RESIDENT SELECTION CRITERIA STUDENT HOUSING

In an effort to achieve our goal of providing the housing environment you desire, all prospective applicants are required to meet established criteria to be considered for residency. The community uses great care and will always abide by Federal, State and Local Fair Housing Laws when processing all potential resident applications.

- A valid state or federally issued photo I.D. is required from all Applicants 18 years of age or older prior to showing any rental home.
- Where applicable, to qualify for residency, the Applicant must be currently enrolled and in good standing with the University.
- Occupancy standards are one (1) person per bedroom unless stated otherwise.
- Each Applicant must be of legal age to enter into a binding contract based on prevailing state law.
- Guarantors are required on student housing properties unless Applicant can qualify for credit on his/her own.
- Minimum income requirements do apply. Guarantor or Applicant must make three (3) times the rental rate to qualify for residency. If Guarantor or Applicant does not make three (3) times the rental rate, the Applicant may be required to pay an additional security deposit.
- A credit report will be run on the Guarantor (or Applicant if no guarantor). An unsatisfactory report may result in the denial of the application. An unsatisfactory credit report is one that reflects past or current bad debts, late payments, or unpaid bills, liens or judgments. If your application is denied for poor credit history, you will be given the name, address, and phone number of the credit reporting agency that provided the report, as well as other information required to be provided by the Fair Credit Reporting Act. A Guarantor or Applicant with little or no credit history may be required to pay an additional security deposit.
- A Bankruptcy that has not been discharged in the past seven (7) years will result in an automatic denial.
- Rental history on the Applicant will be verified. The application may be denied for a negative rental reference. A negative rental reference constitutes any outstanding balance, eviction, complaints or lease violations to a current or previous landlord.
- Criminal history will be checked on the Applicant. Any felony guilty plea or conviction will result in the denial of the application. Any misdemeanor guilty plea or conviction in the past 7 years involving a crime against persons or property or that is gang related, drug related (except for a single violation of simple possession of marijuana), theft related, prostitution related, sex-related, cruelty to animals related, terrorism related or violent in nature (“Serious Misdemeanor”) will result in the denial of the application. Listing on a national, state or local sex offender registry will result in an automatic denial of the application. Two or more DUI charges in the past 7 years will result in an automatic denial. Applicants listed on the OFAC (Office of Foreign Assets Control) Specially Designated Nationals list will result in an automatic denial. Any felony charge or Serious Misdemeanor charge reflected on an Applicant’s record which is still pending may also result in denial of an application. If your application is denied for criminal history, you will be given the name, address, and phone number of the credit reporting agency that provided the report. Ambling Management Company reserves the right to obtain additional criminal reports on any applicant in its sole discretion if it has reasonable cause to believe that a resident has been involved in criminal activity.
- Incomplete or falsified documentation will result in denial of the application.

The Rental Application Fee is Non-Refundable, regardless of the circumstances. Please review these policies carefully before submitting an application. We will consider all applications.

Applicant

Date





LEASE APPLICATION

Reservation Fee \$ 200 Non refundable
Security Deposit \$100
Application Fee \$20 Non refundable

University Courtyard
567 University Road
Pembroke, NC 28372

(910) 522-8000-Office
(910) 522-8002-Fax

Application is for information only and does not obligate landlord to execute a lease or deliver possession to proposed resident(s).

Student Name: _____

Permanent Address: _____

Home phone: (___) ___ - ____ **Cell Phone:** (___) ___ - ____

City: _____ **St:** _____ **ZIP:** _____

Local Address: _____

City: _____ **St:** _____ **ZIP:** _____

Phone: (___) ___ - ____

Driver's License Number: _____ **State Issued:** _____

Social Security Number: ___ - ___ - ____

Date of Birth: __ / __ / ____ (month/day/year)

Current Class Standing (circle one): Graduate Senior Junior Sophomore Freshman

Anticipated Graduation Date: _____ - _____ - _____

Student Email Address: _____

Anticipated Move-In Date: _____ - _____ - _____

Parent, Guardian or Emergency Contact:

Name: _____ **Relationship:** _____

Address: _____

City: _____ **St:** _____ **ZIP:** _____

Home Phone: (___) ___ - ____ **Cell phone:** (___) ___ - ____

Employer: _____

Work Phone: (___) ___ - ____

Parent Email Address: _____

Floor Plan Options: Rank preferences below by placing a #1 for your 1st choice, #2 for your 2nd choice, #3 for your 3rd choice, etc. Assignments are based on availability upon receipt of completed application, service and application fees.

Choice Bedrooms/ Baths Requested Roommates
2 bedroom 2 bath Roommate Preferred _____

4 bedroom 2 bath Roommate(s) Preferred _____, _____

***To ensure roommates are assigned per your selection, all applications will need to be completed at selection time.**

INSTRUCTIONS: To complete the application process, choose one of the following methods:

Non-refundable application and reservation fees should be in the form of a check, credit card payment or money order; made payable to: University Courtyard Apartment.

- 1. Complete application and deliver in person to University Courtyard Apartments leasing office with payment as indicated above.
- 2. Complete application and mail to University Courtyard Apartments property address with payment as indicated above.

By signing below, I represent that:

- a) All information contained herein is true and correct.
- b) I authorize verification of creditworthiness by means of reference and/or credit checks.
- c) I understand a financially responsible Guarantor is required for every lease and that this Guarantor must also meet all approval requirements. Failure to provide a Guarantor will entitle us to refuse your application for that reason and to retain applicable fees agreed for liquidated damages.
- d) My permission is not required to lease vacant bedrooms in the apartment assigned to me.
- e) Roommate compatibility is not guaranteed.

Applicant's Signature: _____ **Date:** _____

Staff Representative Signature: _____ **Date:** _____



Roommate Profile Form

The following information will be used for roommate matching only. Please complete this form honestly so that you can reduce the likelihood of conflicts next year.

Name: _____

Local Telephone Number/Cell: _____ Permanent Telephone Number: _____

Email Address (Print) _____

Requested Roommate(s): _____

Apartment # _____ Letter _____ (If known, apartment # will be assigned at a later time)

2010-2011 College Class Standing (circle one): Graduate Senior Junior Sophomore Freshman

Attending UNCP-University (YES/NO) Circle One

Major: _____

Anticipated College Graduation Date: _____ - _____ - _____

Smoking: I smoke. I do not smoke I prefer to live in a smoke-free environment.

Drinking: I drink. I do not drink. I cannot drink, as I am not of age.
 I prefer to live in an alcohol-free environment.

Noise: Other people consider me to be a quiet person.
 Other people consider me to be an average person.
 Other people consider me to be a loud person.

Cleaning: I prefer that the apartment be cleaned every night.
 I prefer that the apartment be cleaned once a week.
 I prefer that the apartment be cleaned every month.
 I prefer that the apartment be cleaned once a semester.

Cooking: I plan to cook every night. I plan to cook once a week. I do not plan to cook.

Studying: I prefer to study in my bedroom.
 I prefer to study at the dining room table or in the living room.
 I prefer to study at the library, in a classroom or another on-campus building.
 I study 0-2 times per week. I study 2-5 times per week. I study daily.

Schedule: I have mostly morning classes. I have mostly evening classes.
 I am a morning person. I am a night person.

Coed vs. Single Gender I would prefer NOT to have roommates of the opposite gender.
 I would not mind having roommates of the opposite gender.

On most weeknights I like to: Watch TV Go Out Study Entertain Friends
 Listen to Music Talk on the Phone

On most weekends I like to: Watch TV Go Out Study Invite Friends to Come Over
 Listen to Music Talk on the Phone

I would be interested in contributing the following items for general use in the apartment:

Kitchenware Electronics Decorative Items Small Appliances Supplemental Furniture

University Courtyard Apartments has my permission to release this information to prospective roommates.

Signature _____ Date _____

Please note that University Courtyard Apartments does not discriminate in violation of any applicable law in matching roommates.



Guaranty of Lease

STATE OF NORTH CAROLINA
COUNTY OF ROBESON

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution and delivery of that certain Lease Agreement between AMBLING MANAGEMENT COMPANY as "LESSOR" and _____ as "LESSEE". It is understood that Lessee is one of the parties to and has signed a Lease Agreement with Lessor, regarding the premises known as University Courtyard - Pembroke (Unit Number identified in Lease Agreement), _____, Pembroke, North Carolina (the "Lease"); the undersigned Guarantor, either a parent, legal guardian or indemnitor of the Lessee named herein hereby absolutely and unconditionally guarantees to Lessor, the full and prompt payment of all rent, additional rent, and any and all other sums and charges payable by Lessee under the Lease, and the Lease to be performed and observed by the Lessee. Guarantor hereby covenants and agrees that if default shall at any time be made by the Lessee in the payment of any such rent or of the covenants, terms, conditions or agreements in the Lease, the Guarantor will pay within 10 days of notification of managing agent such rent and other sums and charges to the Lessor, and/or perform and fulfill all of such terms, covenants, conditions and agreements, and will pay the Lessor all damages and expenses, including Lessor's attorney's fees, that may arise in consequence of any default by the Lessee under the Lease or by the enforcement of the Guaranty. If more than one guarantor delivers the guaranty, their obligations herein shall be joint and several.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor, without the necessity of any suit or proceedings on the Lessor's part of any kind or nature whatsoever against the Lessee or any other Guarantor and without the necessity of any notice of nonpayment, non-performance, non-observance, or acceptance of the Guaranty, or any other notice or demand, all of which the Guarantor hereby expressly waives. The Guarantor hereby agrees that the validity of the Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion of failure to assert by the Lessor against the Lessee any of the rights and remedies available to the Lessor, or by the relief of Lessee from any of the Lessee's obligations under this Lease by the rejection of the Lease in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Lessee or any other parties responsible. Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought in any court sitting in Robeson County, North Carolina and guarantor consents to personal jurisdiction of such courts and agrees that they may be served with process by certified mail addressed to them at the shown below. Any actions to enforce this Guaranty shall be governed by the laws of the State of North Carolina.

This Guaranty shall be a continuing guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or any subleasing thereof or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extensions of time that may be granted by the Lessor to the Lessee or by reason of any other accommodations, alterations, modifications or other indulgences granted by Lessor to Lessee, whether or not the Guarantor has knowledge or notice thereof.

The Lease together with this Guaranty may be assigned by Lessor without notice to Guarantor. The assignment by Lessor of the Lease and/or the rents and other receipts thereof made either with or without the Guarantor's knowledge or notice shall in no manner whatsoever release the Guarantor from any liability hereunder.

All of the rights and remedies of Lessor under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein shall be construed as a waiver or exclusion or any other remedy available to Lessor.

This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of the Guarantor and shall inure to the benefit of the Lessor, its successors and assigns. Guarantor hereby consents to Lessor performing a credit check on Guarantor.

Guarantor #1 Social Security number is # _____ - _____ - _____ and Guarantor #1 date of birth is _____ - _____ - _____
Guarantor #2 Social Security number is # _____ - _____ - _____ and Guarantor #1 date of birth is _____ - _____ - _____

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty of payment, under seal, this _____ day of _____, 20____.

_____ NOTARY PUBLIC SIGNATURE	_____ GUARANTOR SIGNATURE	_____ GUARANTOR SIGNATURE
Print Name: _____	Print Name: _____	Print Name: _____
Address: _____	Address: _____	Address: _____
_____ Telephone: (_____) _____	_____ Telephone: (_____) _____	_____ Telephone: (_____) _____
SEAL My commission expires: _____	Social Security #: _____	Social Security #: _____
	Annual Salary \$ _____	Annual Salary \$ _____

4 bed/2 bath
\$469/installment
 Aug 2011 thru July 2012

UNIVERSITY COURTYARD APARTMENTS

LEASE AGREEMENT

THIS LEASE, made this _____ day of, _____ 2011, whereby Ambling Management Company, agent for University Courtyard-Pembroke, LLC, Owner, or transferees thereof, as manager of the University Courtyard Apartments, and hereinafter collectively referred to as "Landlord", does hereby lease unto _____, hereinafter referred to as Tenant, APT _____ BEDROOM _____, hereinafter referred to as the Bedroom, in the premises known as University Courtyard Apartments, Apartment _____, 567 University Road, Pembroke, North Carolina 28372 (the "Apartment"), along with the right to use in common with other tenants of the Apartment and such tenants' agents and guests, the living room, kitchen and any bathroom(s) located within the Apartment not leased to another tenant for that tenant's exclusive use within said Apartment, with the Bedroom and those portions of the apartment which Tenant may use in common with others being hereinafter referred to as the Premises, for a period **commencing on the later of the 15th day of August, 2011**, or the date Landlord tenders possession of the Premises to Tenant, and **ending on the 31st day of July, 2012** at a total base rental of **five thousand six hundred twenty eight dollars (\$5,628.00)**, payable in twelve equal monthly installments of **four hundred sixty nine dollars (\$469.00)**, in advance, without notice, deduction, setoff, or demand, on the lease commencement date and then the first day of each month until the end of the Lease term.

Payment 1: \$469 due 8/15/11	Payment 2: \$469 due 9/1/11	Payment 3: \$469 due 10/1/11	
Payment 4: \$469 due 11/1/11	Payment 5: \$469 due 12/1/11	Payment 6: \$469 due 1/1/12	_____
Payment 7: \$469 due 2/1/12	Payment 8: \$469 due 3/1/12	Payment 9: \$469 due 4/1/12	TENANTS
Payment 10: \$469 due 5/1/12	Payment 11: \$469 due 6/1/12	Payment 12: \$469 due 7/1/12	INITIALS

This Lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

LANDLORD AND TENANT AGREE THAT:

1. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of \$_____, paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. The security deposit shall be placed by the Landlord in a Trust Account with the following North Carolina banking institution located at Lumbee Guaranty Bank, 403 E. 3rd, Pembroke, North Carolina 28372 in an account maintained by the owner. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Tenant or the Tenant's agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant shall be mailed to the Landlord at least sixty (60) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant of the time and date when the Premises is to be inspected whenever possible. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the Tenant's notice. In the event of sale or transfer of the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within thirty (30) days after the termination of the tenancy and delivery of possession by tenant. The Landlord shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within 30 (30) days after the termination of the tenancy.

2. **DELIVERY DATE OF PREMISES:** The Landlord has not guaranteed a specific delivery date for the Premises, and that the Tenant will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Landlord tenders possession of the Premises to Tenant.

3. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES:** If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

4. **BANK RETURNED CHECKS:** Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and that, therefore, Tenant will pay to Landlord FIFTY (\$50.00) DOLLARS for each such bank returned check.

Tenant's initials _____

Date _____

5. **DEFINITION OF RENT:** Rent is defined as payments from Tenant to Landlord required under the terms of this Lease, including, but not limited to, Court costs, shall be deemed rent.

6. **ADMINISTRATIVE AND ATTORNEY FEES:** In the event Tenant, Tenant's family, agents, employees or guests violate any term or provision of this Lease, or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Tenant's then current monthly rental, to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment.

7. **WAIVER:** The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.

8. **ALTERATIONS:** Any alterations, additions or improvements of a permanent nature, which may be made to, the Premises shall be the property of the Landlord and shall remain with the Premises.

9. **COMPLIANCE WITH RULES AND REGULATIONS:** The Tenant, Tenant's family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt so long as such additional rules and regulations are reasonably necessary for the preservation of the apartment community or the Landlord's personnel or other persons.

10. **LEASE VIOLATIONS:** If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's employees, agents, invitees or guests violate any provision of this Lease or any rule or regulation herein imposed, or if Tenant violates the UNC-Pembroke Student Code of Conduct, then Landlord may treat such representation or Lease violation as forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law, but liability will be reduced by any replacement rent Landlord has been able to receive for the same premises. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Tenant, pursuant to the Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Landlord's total advertising expenses for the apartment community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the apartment complex during that same period of time.

11. **INTERRUPTION OF SERVICE:** The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.

12. **RIGHT OF ENTRY:** Except in the event of an emergency affecting the health, safety or welfare of the Landlord or any tenant or any property thereof, the Landlord shall give the Tenant at least 24 hours written or oral notice of the Landlord's intent to enter the Premises and shall enter only during normal business hours or at such other time as is mutually agreed to by the Landlord and the Tenant. Landlord may enter the Premises by master key or, in the event of an emergency, by force. Landlord shall have the right to enter the Premises to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore or damages by reason thereof.

13. **RE-ENTRY OF PREMISES:** In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Tenant, after the Tenant has vacated.

14. **APPLICABLE LAW:** This Lease shall be given effect and shall be construed by application of the law of North Carolina.

15. **REPAIRS:** Landlord shall be responsible for normal wear and tear to the premises and will the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor

Tenant's initials _____ 2 _____

and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the Tenant, Tenant's invitees, guests, agents or employees.

16. DAMAGE TO PREMISES: In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's employees, agents, invitees or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenable; but if the Premises are so damaged that the Landlord shall decide that it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage.

17. SECTION HEADINGS AND NUMBERS: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

18. HEIRS AND ASSIGNS: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 32 of this Lease.

19. NOTICES: All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at 567 University Road, Pembroke, NC, 28372. All notices from Landlord to Tenant shall be delivered personally or to the Apartment, or sent by First Class or Certified Mail, addressed to Tenant at the Apartment.

20. AGENCY: If any employee of Landlord's at Tenant's request, moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

21. SUBORDINATION OF LEASE: This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.

22. ENTIRE AGREEMENT: This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties.

23. SEVERABILITY: If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

24. UTILITIES: Landlord will pay all charges for basic cable, alarm monitoring service, local phone service, data connection, water, sewerage, and electricity used in the Apartment during the term of this Lease, and any extension thereof. Tenant shall, however, for each three month period in which the total of such charges exceed allowable limits established by Landlord pursuant to written notices posted or delivered to Tenant, which may change from time to time, immediately reimburse Landlord, as additional rent, Tenant's pro rata portion of such excess utility charges. Landlord agrees to bill Tenant on or about the 25th of the month following the end of each three-month period for the amount due from Tenant on the first of the following month. Landlord further agrees to make available utility and governmental bills and all calculations determining Tenant's pro-rata share in Landlord's office on the same day the bills are mailed and for seven days thereafter. The Tenant's share will be computed as follows: The total water, sewerage and electricity bills paid by the Landlord during the previous three months for the said Apartment will be divided by the number of bedrooms in the Apartment. For the period of this lease agreement allowable charges (total water, sewerage and electricity) are not to exceed \$90 water/sewerage and \$240 electric for a two-bedroom apartment and \$180 for water/sewerage & \$480 electric for a four-bedroom apartment for the three-month period.

25. RELOCATION OF TENANT: To promote the well-being of its student residents; to maintain, operate or renovate facilities; to establish a special interest building, floor, unit or section; to convert rooms for occupancy by the opposite sex; to fill an apartment; or for the other reasonable purposes, Landlord may require Tenant, upon seven days prior notice, to relocate to another apartment within the University Courtyard Apartments.

LANDLORD AGREES THAT:

26. CONDITION OF PREMISES: The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants. At all times during the tenancy, Landlord will comply with all applicable provisions of any Federal, State, County or municipal statute, Code, regulation or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part.

27. EXISTING DAMAGES: Upon written request of Tenant (sent in accord with Section 19 of this Lease Agreement) within fifteen (15) days of occupancy, Tenant shall have the right to have the Premises inspected by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy. Within five (5) days after the Tenant receives Landlord's list, Tenant shall, if Tenant disagrees with the Landlord's written list of existing damages, serve on the Landlord a statement itemizing those portions of Landlord's list with which Tenant disagrees.

TENANT AGREES THAT:

28. FURNISHINGS: Tenant hereby acknowledges that the Premises contain the furnishings specified in Exhibit A attached hereto, hereinafter referred to as the "Furnishings", and that except as specified in said Exhibit A, the

Tenant's initials _____ 3 _____

Furnishings are in good condition and further agrees that when Tenant vacates the Premises, all of the Furnishings will remain in the Premises and be in the same condition as when Tenant occupied the Premises, reasonable wear and tear excepted.

29. VEHICLE PARKING: Tenant will obey all parking and speed regulations which Landlord may promulgate or post and park, in the designated parking areas, only one properly tagged and functioning passenger motor vehicle or truck (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Landlord. Any vehicle parked by Tenant in the parking areas must display a valid parking sticker as provided by Landlord. If Tenant shall fail to comply with this Section 29, Tenant agrees to pay Landlord, at the rate of \$10.00 per day, for the use of said parking area and does hereby grant to Landlord a lien on said unauthorized vehicles or other property for the payment of the parking rent, which lien may be enforced by Landlord in the same manner as such liens may be enforced by garage keepers under the applicable laws of the City/County and State in which the parking area is located and/or Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owner's risk and expense.

30. PAYMENT OF RENT: This Lease Agreement shall not be valid and occupancy shall not be granted without prior payment of the first month's rent and delivery of a properly executed and duly enforceable Parental Guaranty. Tenant shall pay the rent at the Landlord's office or at such other place as may be designated by the Landlord. Except as may otherwise be required by law, or by the Landlord, all rental payments made by Tenant to Landlord shall be by check or money order. Should any check given by Tenant to Landlord be dishonored by Tenant's bank, Landlord shall have the right to require that all future rent payments, except as may otherwise be required by law, be paid by money order or certified check. Landlord shall provide Tenant with a written receipt for all cash monies received by the Landlord from the Tenant. Rent will be accepted by the Landlord during Landlord's business hours as same may be posted, from time to time, at Landlord's business office.

31. LATE CHARGE: Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental or \$50.00 whichever is greater as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

32. ASSIGNMENT & SUBLETTING: Tenant will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than Tenant and such other tenants of the Premises as may be authorized by Landlord, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling. In the event Landlord agrees to an assignment of this Lease or a subletting of the Premises, Tenant will be charged a fee of **\$150.00** for the additional office work involved.

33. NOISE & BEHAVIOR: Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Premises or to remain therein any pets, animals, or person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice. Tenant shall further prevent any person on the Premises with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the building or the Premises or the facilities, equipment or appurtenances thereto, nor may the Tenant do any such thing.

34. ILLEGAL DRUGS: If Tenant, Tenant's employees, agents, invitees and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended), or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a Controlled dangerous substance or controlled substance, under relevant North Carolina statutes.

35. ALTERATIONS TO PREMISES: Tenant will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and papering) to the Premises.

36. SURRENDER OF PREMISES: If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will reimburse the Landlord for all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.

37. WAIVER OF BREACH: Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

Tenant's initials _____ 4 _____

38. **INDEMNIFICATION:** Tenant agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guests, agents or employees of the Tenant.

39. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed negligence, etc. on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

40. **TENANT HOLDING OVER:** If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 19 of this Lease) at least one (1) month prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

41. **CONDEMNATION:** In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

42. **INSURANCE:** During the term of this Lease, and any extension thereof, Tenant should, at Tenant's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$500,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. Tenant acknowledges that Landlord does not carry any insurance on Tenant's personal possessions.

Tenant's Initials

43. **TENANT INDEMNIFICATION:** Tenant shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.

44. **STUDENT STATUS:** Tenant represents that at the time the Tenant commences occupancy of the Premises he/she is or will be a matriculated student at the University of North Carolina-Pembroke. Tenant grants Landlord permission to verify Tenant's student status with the University of North Carolina - Pembroke. If Tenant's representation in this paragraph are false or if Tenant loses his or her status as a student at the University during the term hereof, Tenant shall be in default hereunder and Landlord shall be entitled to exercise all rights and remedies provided for herein or that are available at law or in equity.

45. **PREJUDGMENT INTEREST:** If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.

46. **QUIET ENJOYMENT:** The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that provided under North Carolina Law.

47. **SMOKE DETECTOR:** Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord.

48. **SECURITY:** Except for locks on doors and windows and a Monitored Alarm Service, Landlord does not provide any type of security protection in, on or about the Premises. Whereas, it is the Tenant's option as to whether to activate the Monitored Alarm Service, but in order for Tenant to have the Monitored Alarm Service, Tenant will be required to execute a Resident Contract for Monitored Alarm Services with Network Multi-Family Security Corporation, a copy of which is available at the time the Tenant takes possession of the Premises. Tenant acknowledges that Tenant has been instructed on how to operate and test the alarm system. Tenant also acknowledges and understands that this alarm system, like all alarm systems, may malfunction or be rendered inoperable. Tenant agrees to periodically test the alarm system and acknowledges that it is Tenant's responsibility to immediately report any malfunction to Network Multi-Family Security Corporation (1-800-635-1635). Landlord shall not be liable to Tenant for any malfunction or inoperability of the alarm system, or any failure of the Monitored Alarm Service, unless caused by Landlord's fault, omission, negligence or other misconduct.

49. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE:** You'll be liable to us for a reletting charge of

\$390.00 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

- (1) Fail to move in, or fail to give written move-out notice as required
- (2) Move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) Move out at our demand because of you default; or
- (4) Are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to inconvenience, paperwork, advertising, showing the dwelling utilities for showing, checking prospects, office overhead, marketing costs, and locator fees. You agree that the reletting charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, or unreturned keys; or other sums due.

50. COLLECTION FEES: Landlord shall have the option to submit any unpaid charges owed by Resident to a collection agency, in which event Resident also shall be liable for all fees charged by the collection agency.

RULES AND REGULATIONS

TENANT AGREES NOT TO:

1. **ANIMALS:** Keep any pets, except fish, in or about the premises. Fish tanks must be 10 gallons or smaller and must be kept clean and in good condition at all times. University Courtyard management reserves the right to deny or rescind permission for fish at any time if these conditions are not met. If, however, Tenant is blind or deaf, Tenant may keep and maintain a dog, certified as being specially trained to aid the Tenant in his/her handicap, within the Premises, the rental facility and all other related structures in accordance with applicable laws.
2. **APPLIANCES:** Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.
3. **FURNITURE:** Keep any water-containing furniture in the Premises.
4. **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises.
5. **WALLPAPER, PAINT AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Landlord.
6. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired or electric heaters.
7. **LOCKS:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord \$50.00 for reimbursement of the cost of changing or re-keying the locks. Notwithstanding the above, Tenant shall provide to the Landlord a copy of the key(s) necessary to gain access to the Premises if locks have been added, altered or changed by the Tenant from the date of this Lease Agreement.
8. **KEYS:** Duplicate, distribute or loan apartment, bedroom or mailbox keys. Improper handling of keys will be subject to a \$50.00 fine, as well as any lock change costs associated with such mishandling.
9. **SCREENS:** Remove window screens. The screens covering the windows have been installed as permanent fixtures - they are not to be removed for any reason. Discarding or throwing objects from a window constitutes a safety hazard and will be dealt with accordingly. A fee will be assessed for the replacement or reattachment of screens in addition to other penalties.
10. **FURNISHINGS:** Dismantle or remove the provided furnishings from the apartment. Desks, bookcases, closet doors, bedding sets, dressers, etc. are part of the Premises. A fee will be assessed if it is necessary for our staff to move, repair, or replace any items in order to return the Premises to its original condition or to return any room items placed by the Tenant in public areas, either during the term of the contract or after. Furnishings should not be placed on the balconies or porches at any time.
11. **ENTRANCE:** Enter another Tenant's apartment or bedroom without permission.
12. **PARTIES:** Host parties. Any gathering where noise is audible outside of the apartment, where more than 10 guests are present inside the apartment or such that other residents are disturbed is considered a party. Other reasonable guidelines may be used to determine whether a gathering is creating a disturbance. Tenants in violation of this policy will be subject to judicial action and a \$50.00 fine.
13. **BUILDING EXTERIOR:** Climb on exterior walls, balcony rails and roofs.
14. **ALCOHOL:** Store or possess kegs, beer balls or other large quantity containers. Alcohol in any open container is prohibited on balconies and in common areas including, but not limited to: stairways, breezeways, entranceways, volleyball courts, swimming pool, clubhouse, courtyards and parking lots.
15. **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, lawn areas or other common areas of the apartment community.
16. **APPLIANCES & UTILITIES OBSTRUCTIONS:** Misuse or overload appliances or utilities furnished by the Landlord. In addition, Tenant shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits.
17. **OBSTRUCTIONS:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
18. **ADVERTISING:** Display any advertisement, sign, or notice, inside or outside the Premises.
19. **FIRE RISK:** Store on the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire, including candles.
20. **LITTER:** Litter or obstruct the public halls or grounds.
21. **LAWS AND INSURANCE:** Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.
22. **THROWING OF ARTICLES:** Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.
23. **WINDOW SILLS:** Place anything on the outer edges of the sills of windows.
24. **COMMON AREAS:** Permit Tenant or Tenant's family, employees, agents or guests to play in public areas, stairways, elevators (if any) or storage areas.
25. **AUTOMOBILES:** Hose wash automobiles.
26. **OBSTRUCTION OF WINDOWS, ETC.:** Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.
27. **CLEANING OF RUGS, MOPS, ETC.:** Shake, hang or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors, patios, balconies or landings of any of Landlord's buildings.

Tenant's initials _____ 7 _____

- 28. **CANVASSING:** Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area. Canvassing, soliciting and peddling in the apartment community is prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.
- 29. **CHARCOAL GRILL:** Use or store any charcoal or gas grills or other open flame cooking devices, or do any open cooking on balconies or patios.
- 30. **DAY CARE CENTER:** Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Tenant by blood.
- 31. **CLOTHES LINES:** Install, erect or utilize exterior clotheslines within the apartment community.

TENANT AGREES TO:

- 32. **GUESTS:** Be responsible for the conduct of all guests. The privacy and right to normal use of the Premises by Tenant's roommates must be strictly respected in the entertaining of guests. Long-term visitation (over 72 hours or more than fifteen total days per Term) by any individual is not allowed unless agreed upon by all roommates and the Landlord grants written permission. Guests may not be present in or enter the apartment unless the Tenant is also present. Guests who refuse to abide by these rules are subject to being denied access to the Premises or the Property.
- 33. **GARBAGE & RUBBISH:** Place Tenant's garbage and rubbish for disposal only as Landlord directs and to dispose from the Premises all rubbish, garbage and other organic and flammable waste in a clean and sanitary manner. Garbage & rubbish is forbidden to placed or stored in breezeways or on balconies/patios, at anytime.
- 34. **BALCONIES AND PATIOS:** Keep balconies and patios free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Apartment furniture must remain inside the apartment and may not be used outdoors. Bird, animal and insect feeders are prohibited. Garbage & rubbish is forbidden to placed or stored on balconies/patios, at any time. Alcohol is prohibited on balconies and patios.
- 35. **SMOKING:** Extinguish and dispose of all cigarettes and cigars in appropriate containers; at no time should cigarettes or cigars be thrown off balconies, out windows, off stairwells or into mulch as this creates a serious fire hazard. Violators are subject to a \$50.00 fine.
- 36. **USE OF FACILITIES:** Use all facilities which Landlord provides for Tenant's comfort, such as a swimming pool, parking areas, volleyball, fitness center, clubhouse and computer center (none of which facilities are included in the rent) solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. The Landlord may revoke use of any of these facilities without affecting the remainder of this Lease.
If Landlord should provide a seasonal outdoor swimming pool for Tenant's use in common with others, Tenant agrees to comply with, and to cause Tenant's family and guests to comply with, all rules and regulations relating to the use thereof, which Landlord posts at or near the pool or mails to Tenant (in accordance with Section 19 of this Lease Agreement). A failure to comply with said rules and regulations may result, at Landlord's option, in Landlord revoking Tenant's use of the pool.
- 37. **CONDITION OF PREMISES:** Keep the Premises in a neat, clean, good and sanitary condition.
- 38. **DRAPERIES:** Only use draperies and window shades provided by Landlord and which present a white exterior coloration.
- 39. **LOCK-OUT:** Tenant will be charged a \$5.00 (Five) dollar replacement charge for a damaged key, if damaged key is turned in; a \$10.00 (Ten) service charge will be assessed if tenant loses their front door entry key card or if damaged key is not turned in. If a Tenant loses their card all Tenants in that unit will be issued reprogrammed key cards. A \$35.00 (Thirty-Five) dollar charge will be charged to Tenant for a duplicate bedroom, mailbox key and/or each time that Tenant requires assistance by Landlord, staff member or their agent, in gaining entry to the premises, at any time, during the week, weekends and or holidays.
- 40. **MOLD:** Remove any visible moisture accumulation in or on the Apartment, to thoroughly dry any such area as soon as possible after any such accumulation, and to keep the temperature and moisture in the Apartment at reasonable levels. In addition, Tenant shall promptly notify Landlord of the presence of any water leak, excessive moisture or standing water in the Apartment and shall further notify Landlord of any mold growth in or on the Apartment and of any malfunction in any part of the heating, air conditioning or ventilation system in the Apartment. Tenant further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

WITNESS/ATTEST:

BY: _____
(TENANT PRINT NAME)

TENANT SIGNATURE

DATE

Tenant's initials _____ 8 _____

BY: _____
Ambling Management Company

DATE

Landlord's emergency telephone number is 910.522.8000.

Furnishings Inventory—University Courtyard - Pembroke

Tenant hereby acknowledges that the Premises were leased to Tenant furnished containing the following furnishings (the "Furnishings"):

COMMON AREA

- 1. one (1) sofa
- 2. one (1) chair
- 3. one (1) cocktail table
- 4. one (1) end table
- 5. one (1) lamp
- 6. one (1) entertainment center
- 7. one (1) microwave
- 8. one (1) refrigerator
- 9. one (1) electric range
- 10. one (1) dishwasher
- 11. one (1) washer
- 12. one (1) dryer
- 13. one (1) dining table
- 14. four (4) dining chairs

TENANT BEDROOM

- 1. One (1) twin size bed, box spring, and frame
- 2. One (1) nightstand table
- 3. One (1) desk
- 4. One (1) desk chair
- 5. One (1) dresser

Tenant acknowledges that except as specified above, the Furnishings are in good condition and agrees that when Tenant vacates the Premises, all the Furnishings will remain in the Premises in the same condition as when leased, reasonable wear and tear excepted.

AMBLING MANAGEMENT COMPANY,

By: _____

- Agent -

- Tenant -

Tenant's initials _____ 9 _____

Tenant's initials _____ 10 _____

2 bed / 2 bath
\$599/installment
 Aug 2011 thru July 2012

UNIVERSITY COURTYARD APARTMENTS

LEASE AGREEMENT

THIS LEASE, made this _____ day of, _____ 2011, whereby Ambling Management Company, agent for University Courtyard-Pembroke, LLC, Owner, or transferees thereof, as manager of the University Courtyard Apartments, and hereinafter collectively referred to as "Landlord", does hereby lease unto _____, hereinafter referred to as Tenant, APT _____ BEDROOM _____, hereinafter referred to as the Bedroom, in the premises known as University Courtyard Apartments, Apartment _____, 567 University Road, Pembroke, North Carolina 28372 (the "Apartment"), along with the right to use in common with other tenants of the Apartment and such tenants' agents and guests, the living room, kitchen and any bathroom(s) located within the Apartment not leased to another tenant for that tenant's exclusive use within said Apartment, with the Bedroom and those portions of the apartment which Tenant may use in common with others being hereinafter referred to as the Premises, for a period **commencing on the later of the 15th day of August, 2011**, or the date Landlord tenders possession of the Premises to Tenant, and **ending on the 31st day of July, 2012** at a total base rental of **seven thousand one hundred eighty-eight dollars (\$7,188.00)**, payable in twelve equal monthly installments of **five hundred ninety-nine dollars (\$599.00)**, in advance, without notice, deduction, setoff, or demand, on the lease commencement date and then the first day of each month until the end of the Lease term.

Payment 1: 599.00 due 8/15/11 Payment 2: 599.00 due 9/1/11 Payment 3: 599.00 due 10/1/11
Payment 4: 599.00 due 11/1/11 Payment 5: 599.00 due 12/1/11 Payment 6: 599.00 due 1/1/12
Payment 7: 599.00 due 2/1/12 Payment 8: 599.00 due 3/1/12 Payment 9: 599.00 due 4/1/12
Payment 10: 599.00 due 5/1/12 Payment 11: 599.00 due 6/1/12 Payment 12: 599.00 due 7/1/12

TENANTS
INITIALS

This Lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

LANDLORD AND TENANT AGREE THAT:

1. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Tenant of the sum of \$_____, paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. The security deposit shall be placed by the Landlord in a Trust Account with the following North Carolina banking institution located at Lumbee Guaranty Bank, 404 E. 3rd, Pembroke, North Carolina 28372 in an account maintained by the owner. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Tenant or the Tenant's agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the Premises, if the Tenant notifies the Landlord by certified mail of the Tenant's intention to move, the date of moving, and the Tenant's new address. The notice to be furnished by the Tenant shall be mailed to the Landlord at least sixty (60) days prior to the date of moving. Upon receipt of the notice, the Landlord shall notify the Tenant of the time and date when the Premises are to be inspected whenever possible. The date of inspection shall occur within five (5) days before or five (5) days after the date of moving as designated in the Tenant's notice. In the event of sale or transfer of the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be considered released by Tenant for all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within thirty (30) days after the termination of the tenancy and delivery of possession by tenant. The Landlord shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within 30 (30) days after the termination of the tenancy.

2. **DELIVERY DATE OF PREMISES:** The Landlord has not guaranteed a specific delivery date for the Premises, and that the Tenant will only be charged rent from the later of the commencement date specified at the beginning of this Lease or the date Landlord tenders possession of the Premises to Tenant.

3. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE; USE OF TEMPORARY PREMISES:** If permission is given to Tenant to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease, and/or to occupy any apartment of Landlord other than the Premises at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned for such period of occupancy (as to space on a square foot basis, and as to time, on a daily basis) unless otherwise agreed to between the parties.

4. **BANK RETURNED CHECKS:** Rent payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and that, therefore, Tenant will pay to Landlord FIFTY (\$50.00) DOLLARS for each such bank returned check.

5. **DEFINITION OF RENT:** Rent is defined as payments from Tenant to Landlord required under the terms of this Lease, including, but not limited to, Court costs, shall be deemed rent.

Tenant's initials _____ Date _____

6. ADMINISTRATIVE AND ATTORNEY FEES: In the event Tenant, Tenant's family, agents, employees or guests violate any term or provision of this Lease, or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Tenant's then current monthly rental, to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment.

7. WAIVER: The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other tenant.

8. ALTERATIONS: Any alterations, additions or improvements of a permanent nature, which may be made to, the Premises shall be the property of the Landlord and shall remain with the Premises.

9. COMPLIANCE WITH RULES AND REGULATIONS: The Tenant, Tenant's family, employees, agents and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt so long as such additional rules and regulations are reasonably necessary for the preservation of the apartment community or the Landlord's personnel or other persons.

10. LEASE VIOLATIONS: If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's employees, agents, invitees or guests violate any provision of this Lease or any rule or regulation herein imposed, or if Tenant violates the UNC-Pembroke Student Code of Conduct, then Landlord may treat such representation or Lease violation as forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law, but liability will be reduced by any replacement rent Landlord has been able to receive for the same premises. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law.

Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Tenant, pursuant to the Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Landlord's total advertising expenses for the apartment community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the apartment complex during that same period of time.

11. INTERRUPTION OF SERVICE: The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.

12. RIGHT OF ENTRY: Except in the event of an emergency affecting the health, safety or welfare of the Landlord or any tenant or any property thereof, the Landlord shall give the Tenant at least 24 hours written or oral notice of the Landlord's intent to enter the Premises and shall enter only during normal business hours or at such other time as is mutually agreed to by the Landlord and the Tenant. Landlord may enter the Premises by master key or, in the event of an emergency, by force. Landlord shall have the right to enter the Premises to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future tenants or purchasers without being liable to prosecution therefore or damages by reason thereof.

13. RE-ENTRY OF PREMISES: In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or storage area by the Tenant, after the Tenant has vacated.

14. APPLICABLE LAW: This Lease shall be given effect and shall be construed by application of the law of North Carolina.

15. REPAIRS: Landlord shall be responsible for normal wear and tear to the premises and will the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the Tenant, Tenant's invitees, guests, agents or employees.

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16. **DAMAGE TO PREMISES:** In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's employees, agents, invitees or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenable; but if the Premises are so damaged that the Landlord shall decide that it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate and the Tenant shall only be liable for rent to the date of damage.

17. **SECTION HEADINGS AND NUMBERS:** Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

18. **HEIRS AND ASSIGNS:** This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 32 of this Lease.

19. **NOTICES:** All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at 567 University Road, Pembroke, NC, 28372. All notices from Landlord to Tenant shall be delivered personally or to the Apartment, or sent by First Class or Certified Mail, addressed to Tenant at the Apartment.

20. **AGENCY:** If any employee of Landlord's at Tenant's request, moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

21. **SUBORDINATION OF LEASE:** This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the tenant of such successor in interest.

22. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties.

23. **SEVERABILITY:** If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

24. **UTILITIES:** Landlord will pay all charges for basic cable, alarm monitoring service, local phone service, data connection, water, sewerage, and electricity used in the Apartment during the term of this Lease, and any extension thereof. Tenant shall, however, for each three month period in which the total of such charges exceed allowable limits established by Landlord pursuant to written notices posted or delivered to Tenant, which may change from time to time, immediately reimburse Landlord, as additional rent, Tenant's pro rata portion of such excess utility charges. Landlord agrees to bill Tenant on or about the 25th of the month following the end of each three-month period for the amount due from Tenant on the first of the following month. Landlord further agrees to make available utility and governmental bills and all calculations determining Tenant's pro-rata share in Landlord's office on the same day the bills are mailed and for seven days thereafter. The Tenant's share will be computed as follows: The total water, sewerage and electricity bills paid by the Landlord during the previous three months for the said Apartment will be divided by the number of bedrooms in the Apartment. For the period of this lease agreement allowable charges (total water, sewerage and electricity) are not to exceed \$90 water/sewerage and \$240 electric for a two-bedroom apartment and \$180 for water/sewerage & \$480 electric for a four-bedroom apartment for the three-month period.

25. **RELOCATION OF TENANT:** To promote the well-being of its student residents; to maintain, operate or renovate facilities; to establish a special interest building, floor, unit or section; to convert rooms for occupancy by the opposite sex; to fill an apartment; or for the other reasonable purposes, Landlord may require Tenant, upon seven days prior notice, to relocate to another apartment within the University Courtyard Apartments.

LANDLORD AGREES THAT:

26. **CONDITION OF PREMISES:** The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants. At all times during the tenancy, Landlord will comply with all applicable provisions of any Federal, State, County or municipal statute, Code, regulation or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part.

27. **EXISTING DAMAGES:** Upon written request of Tenant (sent in accord with Section 19 of this Lease Agreement) within fifteen (15) days of occupancy, Tenant shall have the right to have the Premises inspected by the Landlord, in the Tenant's presence, for the purpose of making a written list of damages that exist at the commencement of the tenancy. Within five (5) days after the Tenant receives Landlord's list, Tenant shall, if Tenant disagrees with the Landlord's written list of existing damages, serve on the Landlord a statement itemizing those portions of Landlord's list with which Tenant disagrees.

TENANT AGREES THAT:

28. **FURNISHINGS:** Tenant hereby acknowledges that the Premises contain the furnishings specified in Exhibit A attached hereto, hereinafter referred to as the "Furnishings", and that except as specified in said Exhibit A, the Furnishings are in good condition and further agrees that when Tenant vacates the Premises, all of the Furnishings will

remain in the Premises and be in the same condition as when Tenant occupied the Premises, reasonable wear and tear excepted.

29. VEHICLE PARKING: Tenant will obey all parking and speed regulations which Landlord may promulgate or post and park, in the designated parking areas, only one properly tagged and functioning passenger motor vehicle or truck (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Landlord. Any vehicle parked by Tenant in the parking areas must display a valid parking sticker as provided by Landlord. If Tenant shall fail to comply with this Section 29, Tenant agrees to pay Landlord, at the rate of \$10.00 per day, for the use of said parking area and does hereby grant to Landlord a lien on said unauthorized vehicles or other property for the payment of the parking rent, which lien may be enforced by Landlord in the same manner as such liens may be enforced by garage keepers under the applicable laws of the City/County and State in which the parking area is located and/or Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owner's risk and expense.

30. PAYMENT OF RENT: This Lease Agreement shall not be valid and occupancy shall not be granted without prior payment of the first month's rent and delivery of a properly executed and duly enforceable Parental Guaranty. Tenant shall pay the rent at the Landlord's office or at such other place as may be designated by the Landlord. Except as may otherwise be required by law, or by the Landlord, all rental payments made by Tenant to Landlord shall be by check or money order. Should any check given by Tenant to Landlord be dishonored by Tenant's bank, Landlord shall have the right to require that all future rent payments, except as may otherwise be required by law, be paid by money order or certified check. Landlord shall provide Tenant with a written receipt for all cash monies received by the Landlord from the Tenant. Rent will be accepted by the Landlord during Landlord's business hours as same may be posted, from time to time, at Landlord's business office.

31. LATE CHARGE: Tenant will pay, as additional rent, a charge of five (5%) percent of the monthly rental or \$50.00 whichever is greater as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, an installment of the rent for a period of five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings for rent, damages and/or repossession of the Premises for non-payment of any installment of rent.

32. ASSIGNMENT & SUBLETTING: Tenant will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than Tenant and such other tenants of the Premises as may be authorized by Landlord, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling. In the event Landlord agrees to an assignment of this Lease or a subletting of the Premises, Tenant will be charged a fee of **\$150.00** for the additional office work involved.

33. NOISE & BEHAVIOR: Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Premises or to remain therein any pets, animals, or person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice. Tenant shall further prevent any person on the Premises with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the building or the Premises or the facilities, equipment or appurtenances thereto, nor may the Tenant do any such thing.

34. ILLEGAL DRUGS: If Tenant, Tenant's employees, agents, invitees and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended), or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a Controlled dangerous substance or controlled substance, under relevant North Carolina statutes.

35. ALTERATIONS TO PREMISES: Tenant will leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including painting and papering) to the Premises.

36. SURRENDER OF PREMISES: If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will reimburse the Landlord for all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.

37. WAIVER OF BREACH: Receipt by the Landlord of rent with knowledge of the violation of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

38. **INDEMNIFICATION:** Tenant agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guests, agents or employees of the Tenant.

39. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other tenants or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other tenants shall not be deemed negligence, etc. on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

40. **TENANT HOLDING OVER:** If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 19 of this Lease) at least one (1) month prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

41. **CONDEMNATION:** In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

42. **INSURANCE:** During the term of this Lease, and any extension thereof, Tenant should, at Tenant's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$500,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. Tenant acknowledges that Landlord does not carry any insurance on Tenant's personal possessions.

Tenant's Initials

43. **TENANT INDEMNIFICATION:** Tenant shall indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons, or damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, and Tenant failed to do so.

44. **STUDENT STATUS:** Tenant represents that at the time the Tenant commences occupancy of the Premises he/she is or will be a matriculated student at the University of North Carolina-Pembroke. Tenant grants Landlord permission to verify Tenant's student status with the University of North Carolina - Pembroke. If Tenant's representation in this paragraph are false or if Tenant loses his or her status as a student at the University during the term hereof, Tenant shall be in default hereunder and Landlord shall be entitled to exercise all rights and remedies provided for herein or that are available at law or in equity.

45. **PREJUDGMENT INTEREST:** If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.

46. **QUIET ENJOYMENT:** The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that provided under North Carolina Law.

47. **SMOKE DETECTOR:** Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord.

48. **SECURITY:** Except for locks on doors and windows and a Monitored Alarm Service, Landlord does not provide any type of security protection in, on or about the Premises. Whereas, it is the Tenant's option as to whether to activate the Monitored Alarm Service, but in order for Tenant to have the Monitored Alarm Service, Tenant will be required to execute a Resident Contract for Monitored Alarm Services with Network Multi-Family Security Corporation, a copy of which is available at the time the Tenant takes possession of the Premises. Tenant acknowledges that Tenant has been instructed on how to operate and test the alarm system. Tenant also acknowledges and understands that this alarm system, like all alarm systems, may malfunction or be rendered inoperable. Tenant agrees to periodically test the alarm system and acknowledges that it is Tenant's responsibility to immediately report any malfunction to Network Multi-Family Security Corporation (1-800-635-1635). Landlord shall not be liable to Tenant for any malfunction or inoperability of the alarm system, or any failure of the Monitored Alarm Service, unless caused by Landlord's fault, omission, negligence or other misconduct.

49. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE:** You'll be liable to us for a reletting charge of \$509.00 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

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- (1) Fail to move in, or fail to give written move-out notice as required
- (2) Move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) Move out at our demand because of you default; or
- (4) Are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to inconvenience, paperwork, advertising, showing the dwelling utilities for showing, checking prospects, office overhead, marketing costs, and locator fees. You agree that the reletting charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, or unreturned keys; or other sums due.

50. COLLECTION FEES: Landlord shall have the option to submit any unpaid charges owed by Resident to a collection agency, in which event Resident also shall be liable for all fees charged by the collection agency.

RULES AND REGULATIONS

TENANT AGREES NOT TO:

1. **ANIMALS:** Keep any pets, except fish, in or about the premises. Fish tanks must be 10 gallons or smaller and must be kept clean and in good condition at all times. University Courtyard management reserves the right to deny or rescind permission for fish at any time if these conditions are not met. If, however, Tenant is blind or deaf, Tenant may keep and maintain a dog, certified as being specially trained to aid the Tenant in his/her handicap, within the Premises, the rental facility and all other related structures in accordance with applicable laws.
2. **APPLIANCES:** Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the Premises.
3. **FURNITURE:** Keep any water-containing furniture in the Premises.
4. **WALLS AND WOODWORK:** Drive nails into the woodwork or walls of the Premises.
5. **WALLPAPER, PAINT AND MIRRORS:** Apply contact paper, wallpaper or mirrors to the Premises and will not change the type or color of paint within the Premises from that utilized by Landlord.
6. **PORTABLE HEATERS:** Store, install or operate, in or about the Premises, unvented, portable kerosene-fired or electric heaters.
7. **LOCKS:** Change the locks on the doors of the Premises or install additional locks, chains or other fasteners without the prior written permission of the Landlord. Upon termination of the tenancy, all keys to the Premises must be returned to the Landlord. If Tenant shall fail to comply with this Rule, Tenant shall pay Landlord \$50.00 for reimbursement of the cost of changing or re-keying the locks. Notwithstanding the above, Tenant shall provide to the Landlord a copy of the key(s) necessary to gain access to the Premises if locks have been added, altered or changed by the Tenant from the date of this Lease Agreement.
8. **KEYS:** Duplicate, distribute or loan apartment, bedroom or mailbox keys. Improper handling of keys will be subject to a \$50.00 fine, as well as any lock change costs associated with such mishandling.
9. **SCREENS:** Remove window screens. The screens covering the windows have been installed as permanent fixtures - they are not to be removed for any reason. Discarding or throwing objects from a window constitutes a safety hazard and will be dealt with accordingly. A fee will be assessed for the replacement or reattachment of screens in addition to other penalties.
10. **FURNISHINGS:** Dismantle or remove the provided furnishings from the apartment. Desks, bookcases, closet doors, bedding sets, dressers, etc. are part of the Premises. A fee will be assessed if it is necessary for our staff to move, repair, or replace any items in order to return the Premises to its original condition or to return any room items placed by the Tenant in public areas, either during the term of the contract or after. Furnishings should not be placed on the balconies or porches at any time.
11. **ENTRANCE:** Enter another Tenant's apartment or bedroom without permission.
12. **PARTIES:** Host parties. Any gathering where noise is audible outside of the apartment, where more than 10 guests are present inside the apartment or such that other residents are disturbed is considered a party. Other reasonable guidelines may be used to determine whether a gathering is creating a disturbance. Tenants in violation of this policy will be subject to judicial action and a \$50.00 fine.
13. **BUILDING EXTERIOR:** Climb on exterior walls, balcony rails and roofs.
14. **ALCOHOL:** Store or possess kegs, beer balls or other large quantity containers. Alcohol in any open container is prohibited on balconies and in common areas including, but not limited to: stairways, breezeways, entranceways, volleyball courts, swimming pool, clubhouse, courtyards and parking lots.
15. **PERSONAL BELONGINGS:** Leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, lawn areas or other common areas of the apartment community.
16. **APPLIANCES & UTILITIES OBSTRUCTIONS:** Misuse or overload appliances or utilities furnished by the Landlord. In addition, Tenant shall properly use and operate all electrical and plumbing fixtures and shall keep all plumbing fixtures as clean and sanitary as their condition permits.
17. **OBSTRUCTIONS:** Obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
18. **ADVERTISING:** Display any advertisement, sign, or notice, inside or outside the Premises.
19. **FIRE RISK:** Store in the Premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire, including candles.
20. **LITTER:** Litter or obstruct the public halls or grounds.
21. **LAWS AND INSURANCE:** Do anything that would violate any law or increase the insurance rates on the building in which the Premises are situated.
22. **THROWING OF ARTICLES:** Throw, or allow to be thrown, anything out of the windows or doors or down the passages of the building, or from the balconies or patios.
23. **WINDOW SILLS:** Place anything on the outer edges of the sills of windows.
24. **COMMON AREAS:** Permit Tenant or Tenant's family, employees, agents or guests to play in public areas, stairways, elevators (if any) or storage areas.
25. **AUTOMOBILES:** Hose wash automobiles.
26. **OBSTRUCTION OF WINDOWS, ETC.:** Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Landlord's buildings.
27. **CLEANING OF RUGS, MOPS, ETC.:** Shake, hang or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors, patios, balconies or landings of any of Landlord's buildings.
28. **CANVASSING:** Cause the distribution in common areas of the apartment community or under apartment doors, of handbills, circulars, advertisements, papers or other matter which if discarded would tend to litter such area.

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Canvassing, soliciting and peddling in the apartment community is prohibited. The foregoing shall not prohibit Tenant from using direct mail solicitation or advertising in the regular communications media.

29. CHARCOAL GRILL: Use or store any charcoal or gas grills or other open flame cooking devises, or do any open cooking on balconies or patios.

30. DAY CARE CENTER: Provide, for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Tenant by blood.

31. CLOTHES LINES: Install, erect or utilize exterior clotheslines within the apartment community.

TENANT AGREES TO:

32. GUESTS: Be responsible for the conduct of all guests. The privacy and right to normal use of the Premises by Tenant's roommates must be strictly respected in the entertaining of guests. Long-term visitation (over 72 hours or more than fifteen total days per Term) by any individual is not allowed unless agreed upon by all roommates and the Landlord grants written permission. Guests may not be present in or enter the apartment unless the Tenant is also present. Guests who refuse to abide by these rules are subject to being denied access to the Premises or the Property.

33. GARBAGE & RUBBISH: Place Tenant's garbage and rubbish for disposal only as Landlord directs and to dispose from the Premises all rubbish, garbage and other organic and flammable waste in a clean and sanitary manner. Garbage & rubbish is forbidden to placed or stored in breezeways or on balconies/patios, at anytime.

34. BALCONIES AND PATIOS: Keep balconies and patios free of all personal belongings, except that Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Apartment furniture must remain inside the apartment and may not be used outdoors. Bird, animal and insect feeders are prohibited. Garbage & rubbish is forbidden to placed or stored on balconies/patios, at any time. Alcohol is prohibited on balconies and patios.

35. SMOKING: Extinguish and dispose of all cigarettes and cigars in appropriate containers; at no time should cigarettes or cigars be thrown off balconies, out windows, off stairwells or into mulch as this creates a serious fire hazard. Violators are subject to a \$50.00 fine.

36. USE OF FACILITIES: Use all facilities which Landlord provides for Tenant's comfort, such as a swimming pool, parking areas, volleyball, fitness center, clubhouse and computer center (none of which facilities are included in the rent) solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. The Landlord may revoke use of any of these facilities without affecting the remainder of this Lease.

If Landlord should provide a seasonal outdoor swimming pool for Tenant's use in common with others, Tenant agrees to comply with, and to cause Tenant's family and guests to comply with, all rules and regulations relating to the use thereof, which Landlord posts at or near the pool or mails to Tenant (in accordance with Section 19 of this Lease Agreement). A failure to comply with said rules and regulations may result, at Landlord's option, in Landlord revoking Tenant's use of the pool.

37. CONDITION OF PREMISES: Keep the Premises in a neat, clean, good and sanitary condition.

38. DRAPERIES: Only use draperies and window shades provided by Landlord and which present a white exterior coloration.

39. LOCK-OUT: Tenant will be charged a \$5.00 (Five) dollar replacement charge for a damaged key, if damaged key is turned in; a \$10.00 (Ten) service charge will be assessed if tenant loses their front door entry key card or if damaged key is not turned in. If a Tenant loses their card all Tenants in that unit will be issued reprogrammed key cards. A \$35.00 (Thirty-Five) dollar charge will be charged to Tenant for a duplicate bedroom, mailbox key and/or each time that Tenant requires assistance by Landlord, staff member or their agent, in gaining entry to the premises, at any time, during the week, weekends and or holidays.

40. MOLD: Remove any visible moisture accumulation in or on the Apartment, to thoroughly dry any such area as soon as possible after any such accumulation, and to keep the temperature and moisture in the Apartment at reasonable levels. In addition, Tenant shall promptly notify Landlord of the presence of any water leak, excessive moisture or standing water in the Apartment and shall further notify Landlord of any mold growth in or on the Apartment and of any malfunction in any part of the heating, air conditioning or ventilation system in the Apartment. Tenant further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

WITNESS/ATTEST:

BY: _____
(PRINT NAME)

TENANT SIGNATURE

DATE

BY: _____
Ambling Management Company

DATE

Tenant's initials _____ 8 _____

Landlord's emergency telephone number is 910.522.8000.

Furnishings Inventory—University Courtyard - Pembroke

Tenant hereby acknowledges that the Premises were leased to Tenant furnished containing the following furnishings (the "Furnishings"):

COMMON AREA

1. one (1) sofa
2. one (1) chair
3. one (1) cocktail table
4. one (1) end table
5. one (1) lamp
6. one (1) entertainment center
7. one (1) microwave
8. one (1) refrigerator
9. one (1) electric range
10. one (1) dishwasher
11. one (1) washer
12. one (1) dryer
13. one (1) dining table
14. four (4) dining chairs

TENANT BEDROOM

1. One (1) twin size bed, box spring, and frame
2. One (1) nightstand table
3. One (1) desk
4. One (1) desk chair
5. One (1) dresser

Tenant acknowledges that except as specified above, the Furnishings are in good condition and agrees that when Tenant vacates the Premises; all the Furnishings will remain in the Premises in the same condition as when leased, reasonable wear and tear accepted.

AMBLING MANAGEMENT COMPANY,

By: _____

- Agent -

- Tenant -

Tenant's initials _____ 9 _____