



UNIVERSITYTOWERS

THIS LEASE made by and between

ROBERT G. NELSON ("Tenant") and University Towers Raleigh, LLC, acting by and through its managing agent, ALLEN & O'HARA EDUCATION SERVICES, INC, a Delaware Corporation with principal offices located at 530 Oak Court Drive, Suite 300, Memphis, Tennessee, 38117 ("Landlord").

WITNESSETH: That for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

1. TERM AND DESCRIPTION. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises described as **ONE HALF OF A DOUBLE ROOM IN A TWO BEDROOM SUITE** ("Premises") located at University Towers, 111 Friendly Drive, Raleigh, NC, 27607 ("Property"), to be used and occupied by Tenant for residential purposes only while the tenant is attending college in Raleigh, NC, for the term beginning on **8/11/2012** and termination on **5/9/2013**, exclusive of undergraduate academic recesses, ("Term"), unless sooner terminated as hereinafter provided. Landlord shall assign Tenant to Premises at the beginning of the Term; provided, however, that during the Term of this Lease, Landlord shall have the right to move Tenant to similar accommodations within the property.

2. RENT. Tenant agrees to pay Landlord at its office at the Property or at such other place as the Landlord may from time to time designate in writing, rent for the premises in the amount of **\$8,928.00**, (which amounts include the current applicable local, state and federal tax rates) payable in lawful money of the United States, in advance, without demand or set off, in installments as follows:

PAYMENT	DUE DATE	PAYMENT	DUE DATE
\$4,464.00	7/1/2012	\$4,464.00	12/1/2012

Time of rent payment is of the essence and Tenant shall pay a late charge of **\$25.00** per installment if any installment is paid on or after the fifth day following the due date.

3. MEALS. Provided that Tenant is not in default in the payment of rent hereunder, Tenant will be entitled to meal service in accordance with the **UNLIMITED MEALS PLAN WHICH INCLUDES AN UNLIMITED NUMBER OF MEALS SERVED PER WEEK**. The hours of meal service will be designated by Landlord. Meal service will begin on the first day of undergraduate classes for each academic period and will terminate on the last day of final examinations for undergraduates as shown in the University calendar; provided, however, meals will not be served during any academic recess, in which event the last meal served will be lunch the day preceding such a recess and the next meal will be breakfast on the day undergraduate classes are resumed.

4. APPLICATION OF PAYMENTS. Payments under the Lease shall be applied to Tenant's account in the following manner: first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by Tenant; second to maintenance and repair costs chargeable to Tenant; third to outstanding legal fees and/or court costs legally chargeable to Tenant; fourth to outstanding utility bills that are Tenant's responsibility; fifth to deposits or portions thereof due from Tenant; and sixth to Rent.

5. NON-REFUNDABLE SERVICE FEE. Upon application Tenant submitted fees of \$150.00. These fees include a non-refundable application fee of \$25.00 and a Service Fee of \$125.00. The Service Fee of \$125.00 is required for the use of facilities and service-related functions associated with this Lease. This fee in no way releases Tenant from the obligation of leaving the Premises in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes Landlord's property when this lease is signed whether or not Tenant takes possession of the Premises.

6. FURNISHINGS. Landlord will furnish the Premises with bed, mattress, trashcan, dresser, desk, chair, and blinds. No other furnishings will be provided with the Premises. Tenant assumes full responsibility for said furnished items and agrees to return them to Landlord at the expiration of the Term hereof in as good condition as when received, normal wear and tear excepted. Tenant shall be responsible for returning all furniture to its original position prior to vacating the Premises. Tenant shall be responsible for all loss, breakage or other damage to the furnished items. Tenant shall not remove any furnishings from the property.

7. RIGHT OF ENTRY. Landlord, its agents and employees, shall have the right to enter the Premises by pass-key or otherwise at all reasonable and necessary times to inspect the Premises or the Property for any purpose connected with the maintenance, housekeeping, and management of the Premises or the Property or for any other purpose reasonably connected with Landlord's interest in the Premises or the Property and to perform any work or other act found necessary on such inspection.

8. UTILITIES. Landlord will furnish all utilities except telephone service, at no additional cost or expense to Tenant. Tenant agrees to use the utilities in a conservative, economic and efficient manner. Failure to any extent to furnish or any stoppage of utility services, regardless of cause, shall not render Landlord liable in any respect for damages to either person or property. Provided that Landlord has made and continues to make reasonable and good faith efforts to provide utility services, failure to any extent to furnish or any stoppage of utility services, regardless of cause, shall not be construed as an actual or constructive eviction of Tenant, and shall not be construed as a basis for abatement of rent owing from Tenant, and shall not be construed to relieve Tenant from his obligation to fulfill any covenant or agreement under this Lease.

Landlord has entered into an agreement with a communications Services Provider to provide cable television and data communications services to Tenant. Tenant agrees that installation, connections, maintenance repairs and other available communications services shall be arranged directly between Tenant and the Communications Services Provider. Landlord assumes no liability whatsoever for Tenant's use of the communications services, including, but not limited to loss of use, loss of data or any other damages or losses. Tenant understands and agrees that all rights, liabilities, claims or disputes arising from or related to communications services shall be governed by the terms of the contract between the Communications Services Provider and Tenant and that Landlord shall not be responsible or liable for any such matters. Tenant agrees to hold Landlord harmless for any losses, claims, disputes, or damages related to or arising from the communications services. Landlord reserves the right to change the Communication Services Provider from time to time at its sole discretion.

9. DAMAGE OR DESTRUCTION OF PREMISES OR PROPERTY. If, in the opinion of the Landlord, the Premises or Property should become untenantable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Tenant to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Tenant, his agents or guests, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Tenant with similar accommodations within the Property.

The undersigned authorizes a credit and/or criminal screening report to be processed.

OTHER CONDITIONS IN ADDITION TO THE PROVISIONS SET FORTH ABOVE, LANDLORD AND TENANT AGREE THAT ALL OF THE TERMS AND PROVISIONS SET FORTH IN THE DOCUMENTS ATTACHED HERETO ENTITLED ADDITIONAL LEASE AGREEMENT PROVISIONS, RULES AND REGULATIONS AND PARENTAL OR SPONSOR GUARANTY ARE BY THIS REFERENCE INCORPORATED HEREIN AS IF ALL OF THE PROVISIONS CONTAINED THEREIN WERE SET FORTH ON THIS PAGE.

TENANT:
ROBERT G. NELSON
 111 FRIENDLY DR
 RALEIGH, NC 27607

LANDLORD:
 University Towers Raleigh, LLC by and through its managing agent Allen & O'Hara Education Services, INC.

BY: Tenant Signature

BY: _____ Authorized Signature

DATE:

DATE: _____



UNIVERSITY TOWERS • 111 FRIENDLY DRIVE • RALEIGH, NC 27607 • 919-327-3800

10. RELOCATION. It is understood that the Tenant is leasing one half of a double occupancy room in a two bedroom suite in which another resident may reside. Landlord has the right, when a space in the double occupancy room is unoccupied, to place a new resident in the unoccupied space unless Tenant agrees to pay Landlord, as part of Tenant's Rent, the Rent due for such unoccupied space. For purposes of operating efficiency, Landlord reserves the right, in Landlord's sole discretion, upon five (5) days advance written notice to relocate Tenant to another unit on the Property. In the event of an emergency, as determined by Landlord, we may relocate Tenant upon less than five (5) days notice. The fact that Tenant and the other residents of the suite may be in conflict with each other will not be grounds to terminate the Lease. Landlord is not liable if another resident in the suite was untruthful on any written documentation. If Tenant requests to be relocated Landlord may do so at Landlord's sole discretion if Landlord is able to accommodate such request. Landlord's consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

11. PRE-TERM TERMINATION BY TENANT. If Tenant decides for any reason not to enroll in the University, Tenant shall provide Landlord at least 60 days written notice prior to the beginning of the term of this lease and shall provide documentation from the University that tenant is not enrolled in classes during the term of this lease. Upon such notice and receipt of such documentation Landlord shall refund to Tenant any previously paid rent and release Tenant from liability under this lease. In the event Tenant fails to comply with the notice provisions of this paragraph, the Tenant may still be entitled to a refund and release, but only in the event the Landlord can mitigate its damages and re-lease the Tenant's space to another individual complying with the Landlord's Lease and regulations.

12. GRADUATION OR WITHDRAWAL FROM THE UNIVERSITY. (A) If Tenant graduates from the University and is not enrolling in a graduate program at the University prior to the end of the Term of this Lease, Tenant shall vacate the Premises and provide documentation of graduation from the University and Landlord shall refund to Tenant any previously paid rent to the extent such rent is for a period during which Tenant will not be occupying the Premises. (B) If after the term of this lease begins and Tenant then withdraws from the University for any reason that would not constitute an act of default under paragraph 17 of this Lease, Tenant shall vacate the Premises and provide documentation of withdrawal from the University and Landlord shall refund to Tenant any previously paid rent to the extent such rent is for a period during which Tenant will not be occupying the Premises.

13. SUBSTITUTE TENANT. Notwithstanding any other provisions of this Lease to the contrary, and provided Tenant is not in default hereunder, if a Substitute Tenant, previously unknown to Landlord, is secured by Tenant, and if such Substitute Tenant is accepted by Landlord, and such Substitute Tenant enters into a Lease with Landlord for the Premises, Landlord shall refund to Tenant any previously paid rent to the extent such rent is for a period during which Tenant will not be occupying the Premises.

14. GENDER. Words used in the masculine gender include the feminine and neuter.

15. PARKING. Upon the payment of a separate fee and completion of a separate contract, Tenant may obtain, if available, one of a limited number of parking permits on a first-come, first-served basis. Landlord shall not be liable for any damage or loss to Tenant's motor vehicle or its contents.

16. RULES AND REGULATIONS. Tenant agrees to comply with all Rules and Regulations with respect to the Property. These Rules and Regulations, a copy of which has been furnished to Tenant, are incorporated by reference into this Lease and expressly made a part thereof. Any reasonable alterations, additions, modifications to such Rules and Regulations as may from time to time be made by the Landlord shall likewise be considered a part of this Lease with the same force and effect as though written herein.

17. DEFAULT. In the event Tenant is in default under this Lease, Landlord shall have the right to terminate this Lease and Tenant shall peacefully surrender the Premises to the Landlord. Furthermore, in the event Tenant is in default under this Lease, Landlord may, without formal demand or further notice of any kind, re-enter the Premises and repossess the Premises by summary proceedings, ejectment, or other lawful procedures, and may dispossess Tenant and remove Tenant and Tenant's property therefrom without being liable for any damages therefore. Repossession of the Premises by Landlord shall not relieve Tenant of Tenant's liability and obligations under this Lease, and such liability and obligations shall survive any such repossession of Premises. In addition, Landlord may in the event of default under this Lease, terminate meal privileges until such time as said default is cured. In such event, Tenant shall not be entitled to any credit for terminated meal privileges in that expenses for meal privileges are fixed and Landlord experiences no mitigation of damages as a result of the terminated meal privileges. The election by Landlord not to exercise its right to terminate the Lease upon an act of default does not constitute a waiver of Landlord's right to terminate the Lease upon any subsequent act of default. Default on the part of Tenant shall include, but is not limited to, one or more of the following:

- (A) Delinquency in the payment of any rent or other payment required hereunder for more than fifteen (15) days after the date such payment is due;
- (B) Maintaining a nuisance on the Premises or on the Property or destruction and/or defacement of the Premises or the Property;
- (C) Disorderly or illegal behavior on the part of Tenant or Tenant's guests on the premises or on the Property;
- (D) Keeping any handguns, firearms, or weapons of any type, any ammunition, or any explosive, inflammable, or extra hazardous substances, or any article or thing of a dangerous nature on the Premises or on the Property;
- (E) Underage use or possession of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, other similar known harmful or habit-forming drugs and/or chemicals, controlled substances or drug paraphernalia by Tenant or Tenant's guests on the premises or on the Property;
- (F) Inability or refusal by the Tenant or Tenant's guests to live peaceably and in cooperation with other tenants and other students on the premises or on the property;
- (G) Violation of any of the Rules and Regulations governing the Property, whether now in existence or as they may be amended in the future;
- (H) Submission of false information or willful omission of material information on the University Towers Resident Application.

If Tenant defaults in the performance of Tenant's obligations under this Lease, Landlord may seek all remedies available at law or equity to it for such defaults. In the event of a default by Tenant, Landlord and Tenant may, but are not obligated to, negotiate a contractual resolution with respect to the damages to which Landlord is entitled as a result of Tenant's default.

18. NON-LIABILITY OF LANDLORD. Landlord, its members, its officers, agents and employees, shall not be liable for any personal injury suffered by Tenant or Tenant's guests, or for any damage to or destruction or loss of any Tenant's personal property located or stored upon the Premises or the Property or the personal property of Tenant's guests located or stored upon the Premises or the Property, unless such injury or loss is attributable solely to the intentional, willful or wanton act of gross negligence of Landlord. This provision includes but is not limited to acts of theft, burglary, vandalism, assault or other criminal activity. Tenants shall have the responsibility to protect themselves and to maintain appropriate insurance to protect Tenant and Tenant's belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Landlord does not monitor any security video cameras or other photographic surveillance that may be installed on the Premises or the Property. As to any and all security measures taken at Premises or the Property, Tenant may not rely for Tenant's personal safety upon any measures Landlord may take to secure the Premises or Property. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, Tenant should always proceed on the assumption no security systems exist. Tenant assumes all risk of loss or damage of Tenant's property within the Premises or Property which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act of omission of any other tenant at the Property. Tenant agrees to release and indemnify Landlord, its members, its officers, agents and employees from and against liability for damage, injury or loss alleged to have been sustained by Tenant or Tenant's guests resulting from any cause whatsoever excepting only such damage, injury or loss caused solely by the grossly negligent or intentional acts of Landlord, its members, officers, agents or employees. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Premises or Property and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.

INITIALS: TENANT [SAMPLE]
GUARANTOR [SAMPLE]
LANDLORD _____

ADDITIONAL LEASE AGREEMENT PROVISIONS



UNIVERSITY TOWERS • 111 FRIENDLY DRIVE • RALEIGH, NC 27607 • 919-327-3800

19. GOVERNING LAW. This Lease is to be governed by and construed according to the laws of the State of North Carolina. If any of the terms or conditions hereof conflict with any such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law.



20. THE UNIVERSITY. References to the University or college in paragraphs 1, 11 and 12 concerning enrollment apply to North Carolina State University, Meredith College, Peace College or Wake Technical Community College. References to the University Calendar, academic recesses and undergraduate classes concerning meal service and lease term refer to the North Carolina State University class schedule and academic calendar.

21. ENTIRE AGREEMENT. It is expressly understood and agreed that this Lease contains the entire agreement between the parties hereto and that Landlord is not and shall not be bound by any representations, agreements, or promises, oral or written, not contained in the original Lease. This Lease may only be amended in writing as signed by both parties and may not be amended orally in any fashion.

22. RIGHT OF REFUSAL. Until Landlord has executed this Lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever, provided, however, such refusal shall not be based on Tenant's race, gender, religion, national origin, age or disability. In the event of a refusal, Landlord shall refund to Tenant, if applicable, any previously paid rent.

23. CONDITION OF PREMISES. Prior to occupancy, Tenant will examine the Premises, including the furnishings, and Tenant agrees that upon the expiration or termination of this Lease, Tenant will peacefully surrender possession of the Premises and the furnishings to Landlord in as good condition as they are at the beginning of the Term of this Lease, normal wear and tear excepted. Tenant further agrees to take good care of the Premises, including the furnishings, and the common areas of the Property, to permit and suffer no waste to be committed to the Premises, and to make no changes or alterations to the Premises without the prior written consent of the Landlord. Tenant further agrees to pay Landlord for all repairs required to be made to the Premises or to the Property, including the furnishings and the Property, resulting from the misuse, neglect, carelessness, misconduct or fault of Tenant or Tenant's guests. Tenant's failure to maintain the Premises or the Property in good condition may be deemed a default by Tenant under this Lease.

24. TIME OF ESSENCE. Time is of the essence of this Lease and of each and every term and condition herein contained.

25. HEADINGS. The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

26. ASSIGNMENT. Tenant shall not assign this Lease nor sublet the whole or any part of the Premises without the prior written consent of Landlord. Subject to the foregoing, all the terms, provisions, covenants and conditions of this Lease shall bind and insure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

27. WAIVER. The failure of Landlord to insist upon a strict performance of any term or condition of this Lease or to exercise any right herein conferred in any one or more instances shall not be deemed a waiver or relinquishment of any right or remedy that the Landlord may have and shall not be deemed a waiver of any subsequent breach of such terms or conditions.

28. SEVERABILITY. The invalidity of any provision of this Lease or of its application to any person or circumstance as determined by any governmental agency or court shall in no way affect the validity of any other provisions hereof and all other terms of the Lease shall be valid and enforceable to the fullest extent permitted by law.

29. MEAL SERVICE. The Meal Service plan adopted by Landlord may be modified by the Landlord from time to time.

30. CONSENT TO JURISDICTION. Tenant and Guarantor consent to the jurisdiction of any local or state court otherwise having subject matter jurisdiction and located within Wake County in the State of North Carolina. For purposes of Section 7A-213 of the North Carolina General Statutes, Tenant acknowledges that he resides in Wake County in the State of North Carolina.

31. CONDITIONS PRECEDENT. It is understood and agreed between the parties hereto that complete and timely payment by Tenant to Landlord of each installment rental payment due prior to the beginning of the term of the lease, as set forth above, is and shall be condition precedent to Tenant's rights, including right of use and occupancy at the beginning of the term, under the Lease Agreement, and the Tenant's failure to make said payments in a complete and timely manner shall constitute a breach of said condition precedent which entitles Landlord, at its election, to cancel Tenant's rights under the Lease Agreement, including right of use and occupancy, and to lease the space reserved for Tenant to other persons.

32. ATTORNEY'S FEES. Upon default, Landlord may employ an attorney to enforce Landlord's rights and remedies under this Lease Agreement and Tenant and Guarantor(s) each agree, jointly and severally, to pay Landlord's reasonable attorney's fees incurred in the enforcement of Landlord's rights and remedies as to any indebtedness under this Lease plus all other reasonable expenses incurred by Landlord in the enforcement of said rights and remedies.

33. TENANT'S DUTIES UPON TERMINATION. Upon any termination of the tenancy created hereby, whether by Landlord or Tenant and whether for breach or otherwise, the Tenant shall: (a) pay all utility bills for services to the Premises for which Tenant is responsible and have all such utility services discontinued; (b) vacate the Premises moving therefrom all of Tenant's personal property of whatever nature; (c) remove all rubbish, trash, garbage and refuse from the Premises and return to the Landlord all keys to the Premises and ID access card; (d) complete change of address information; (e) return furniture to original position; and (f) schedule check-out time with approved staff member of Landlord at the Property.

34. TENANT'S INFORMATION RELEASE. Tenant provides permission to Landlord to provide Tenant's phone number and email address to other tenants for the purpose of room assignments.

35. PHOTOGRAPH RELEASE. Tenant gives Tenant's permission to Landlord to use any photograph or photographic image including video and video stills taken of Tenant while Tenant is in any public spaces, grounds, offices at University Towers or any Property sponsored events on the Property or otherwise. Tenant understands that Tenant's photograph or photographic image will be used for nothing other than legitimate business purposes. Tenant hereby grants University Towers, Allen O'Hara Education Services, Inc. and University Towers Raleigh, LLC and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic or video portraits or pictures of Tenant or in which Tenant may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Tenant's own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. Tenant also consents to the use of any printed matter in conjunction therewith. Tenant hereby waives any right that Tenant may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Tenant hereby releases, discharges, and agrees to hold harmless University Towers, Allen O'Hara Education Services, Inc. and University Towers Raleigh, LLC and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge University Towers, Allen O'Hara Education Services, Inc. and University Towers Raleigh, LLC, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of Tenant's photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

INITIALS: TENANT
GUARANTOR
LANDLORD
SAMPLE watermark

RULES AND REGULATIONS



UNIVERSITY TOWERS • 111 FRIENDLY DRIVE • RALEIGH, NC 27607 • 919-327-3800

This document is incorporated by reference into the Lease Agreement between Landlord and Tenant. These Rules and Regulations are agreed to by Tenant for the purpose of preserving the welfare, safety, and convenience of all tenants in University Towers, for the purpose of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving Landlord's property from abusive treatment. Tenants and Guarantors are strongly urged to familiarize themselves with these rules and regulations. Pursuant to paragraph 17 (G) of the Lease Agreement, a violation of these Rules and Regulations may be deemed a default on the part of the Tenant.

1. Solicitation and/or canvassing of any kind, without prior consent of the Landlord, will not be permitted on the Premises or about the Property. Tenant is requested to notify Landlord of any such activity.
2. Tenant shall not use the Premises or any part of the Property for any commercial business or purpose. Tenant shall use and occupy the Premises and Property in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. Tenant shall not erect or hang any exterior wires, antennas, aerials, signs, etc., about the Premises or Property. Tenant shall not place nails, hooks, etc. in the walls or ceilings. Room entrance doors, windows, and hardware shall remain free of nails, stickers, tape or other additions to the original surface. Tenant shall not display any signs, flags, posters, etc. that are visible from the exterior of the building.
4. Pets other than fish are not permitted on or about the Premises. Fish tanks may not exceed 25 gallons. Any other pets found on the Premises will be immediately removed.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and Tenant should proceed according to the instructions outlined in the online Safety Manual. The intentional sounding of an alarm outside of an emergency situation and/or intentionally failing to evacuate during fire alarms as instructed, in addition to being a violation of the Lease Agreement, will be considered a criminal offense and the person or persons responsible will be treated accordingly. Tampering with sensing devices, sprinkler systems, speakers, exit signs, fire extinguishers, and other emergency equipment is strictly prohibited.
6. All surge protector devices, power strips, and extension cords must be UL approved, grounded with a three-pronged plug, and have a circuit breaker/fuse built in.
7. Some small appliances, such as televisions, refrigerators (6 cubic feet or less), microwave ovens and irons, are permitted; however, hot plates, candles, space heaters, toasters, toaster ovens, grills, halogen lamps or anything with an open heating element present a fire hazard and are not allowed. Tenant should use flashlights in the event of a power outage since all candles are prohibited.
8. No live Christmas trees are allowed on the Premises or in the Lounges. No decorations are permitted on windows.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Consumption of, or possession of open containers of alcoholic beverages is not permitted in lobbies, hallways, stairwells, elevators, or any other public areas. Possession and consumption of alcoholic beverages in Tenant rooms is permitted if in full compliance with local, state and federal laws and regulations. Within those limits, the decision to drink, and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Possessing, transporting, or consuming alcoholic beverages contained in half barrels, quarter barrels, or any other container larger than single-consumption size is strictly prohibited at any location on the Premises or Property.
10. Tenant will be held responsible for the conduct of his or her guests; the privacy and right to normal use of the Premises by Tenant's roommate and/or suitemates must be strictly respected by Tenant in the entertaining of guests and disruptive behavior of guests is prohibited. Tenant must have approval from roommate and suitemates prior to hosting an overnight guest. Tenant shall not leave guests unaccompanied on the premises or property.
11. Smoking is prohibited in the building (including the private residence hall rooms, dining room, lobby, hallways, lounges, desk area, restrooms, laundry room, elevators, stairwells and indoor recreational areas).
12. Tenant shall not allow any person to occupy the Premises without the prior written consent of the Landlord.
13. All furniture must be used in its intended manner (i.e., no beds on top of desks or furniture stacked or turned on end). Mattresses must remain on provided frame. Mirrored doors are to remain in their original and intended location. Bunk beds, lofts, and waterbeds are not permitted. Tenant will not be permitted to construct lofts, wall partitions or any similar structure. These rules shall not apply to modifications necessary for a handicapped Tenant's use and enjoyment of the Premises, per applicable law.
14. All decorations should be of a temporary nature so as not to permanently deface or damage the Premises or Property. No painting of the Premises or Property is permitted. No decorations are permitted on hallway or door surfaces. To adhere to fire codes, no posters, sheets, parachutes, fishnets, or other flammable materials are allowed on ceilings. No decals, bottle caps or any other decoration are permitted on the ceilings.
15. Tampering with elevators, including falsely sounding the alarm bell, misuse of emergency phones, forcing the doors or otherwise hindering or threatening elevator operation is extremely dangerous. Any person or persons engaging in such activity will be treated accordingly and could be subject to prosecutions and/or eviction.
16. Tenant is requested to conserve utilities and turn off running water and lights when not in use.
17. Key cards and meal identification cards are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Lost or damaged key cards and meal identification cards will result in charges of \$15.00 for each item requiring replacement during the term of Tenant's occupancy or for those items not returned at the end of the Tenant's occupancy.

INITIALS: TENANT 
 GUARANTOR _____
 LANDLORD _____

PARENTAL OR SPONSOR GUARANTY

In consideration for, and as an inducement to us in making the foregoing Lease, and for other good and valuable consideration, the receipt and sufficiency of which you understand, Guarantor guarantees absolutely and unconditionally, jointly and severally, to us the full performance and observance of all the agreements and conditions and of any amended, revised or continued lease, to be performed and observed by you, including, but not limited to, the payment of Rent and other amounts payable by you to us, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by you. Guarantor waives each and every notice to which Guarantor might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you. This is a guaranty of payment and not of collection and Guarantor's liability is primary and not secondary. This Guaranty shall apply to the term granted by the Lease, any extension or renewal thereof and to any holdover term following the term granted by the Lease or any extension or renewal thereof. As used in this Guaranty, the term "You" shall also include (i) any party or parties named or defined as such in the Lease, (ii) any and all successors, assigns, and (iii) all other persons and entities claiming by, through or under you. When the term "Guarantor" includes more than one person, each such person shall be jointly and severally liable for all of the obligations of Guarantor under this Guaranty. Each such person waives any right to require us to enforce this Guaranty against any other person(s). The liability of each person under this Guaranty shall continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other person(s) or the release or discharge (whether by agreement, operation of law, or otherwise) of any other person(s). Each person signing this Guaranty waives any rights that he/she might otherwise have under any law of North Carolina or corresponding future statute or rule of law by reason of any release of fewer than all persons that signed this Guaranty. If we institute any legal proceedings against Guarantor to enforce this Guaranty and prevail in such action, Guarantor shall be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. Guarantor consents to the exclusive jurisdiction of, and venue in, any state court located within Wake County in the state of North Carolina for the resolution of any disputes under this Guaranty and submits himself or herself to the exclusive jurisdiction of the state courts in Wake County, North Carolina.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

SAMPLE

GUARANTOR: _____ DATE _____
SIGNATURE OF GUARANTOR

PRINTED NAME OF GUARANTOR

NAME OF TENANT: _____

RELATIONSHIP TO TENANT: (i.e. Mother, Father, Grandfather, And Grandmother): _____

BILLING ADDRESS CITY/ STATE/ZIP CODE TELEPHONE

CELL PHONE NUMBER EMAIL ADDRESS

STATE OF _____, _____ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

[NOTARIAL SEAL]

My commission expires:

SAMPLE

INITIALS: RESIDENT _____
MANAGER _____