

**READ THIS LEASE CAREFULLY**  
**Campus Suites on 16th Street Lease Agreement**  
**“SCHEDULE A”**

Resident name: \_\_\_\_\_

Apartment Community: Campus Suites on 16th Street

Address: \_\_\_\_\_ Murray, KY 42071 Apt. # \_\_\_\_\_ Suite # \_\_\_\_\_

**TERM:**

Lease START Date: \_\_\_\_\_ Lease END Date: \_\_\_\_\_

**RENT TERMS**

Your total Base Rent for the Term of the Lease Agreement is \$ \_\_\_\_\_

You are authorized to pay **in full** or in installments as follows:

AUG _____	SEPT _____	OCT _____	NOV _____
DEC _____	JAN _____	FEB _____	MAR _____
APR _____	MAY _____	JUNE _____	JULY _____

The Base Rent, late fees and any additional fees or charges are together referred to as Rent.

Rent is due in full, payable on or before the first day of the month (as noted above) during the term of this lease at Campus Suites, 1621 North 16th Street, Murray, KY.42071. Rent is payable in the form of credit card, check, cashiers check or money order.

If a Rent installment is not paid in full by the due date, a late fee of \$25.00 will be assessed beginning on the 6<sup>th</sup> of the month due, with an additional \$5.00 per day each day thereafter. These fees are required to be included with rent and must be in the form of a cashiers check or money order. ALL LATE CHARGES SHALL BE CONSIDERED ADDITIONAL RENT.

**APPLICATION FEE** (With application) \$35.00

(non-refundable)

**ADMINISTRATIVE FEE** (With application) \$100.00

(non-refundable after 7 days)

**Defects and Damages**

See “Move In Inspection Sheet”

**SECURITY DEPOSIT** \$100.00

**RENTAL INCENTIVES**

**Named Rental Incentives** (Total Value \$ \_\_\_\_\_)

As an incentive to lease an apartment at Campus Suites, the following rental incentive was provided to Resident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials: \_\_\_\_\_

**Contingency of Rental Incentives**

Any and all rental incentives are contingent on Resident’s performance of all terms of this lease including the making of rent payments in a timely manner. If Resident fails to perform under the terms of the lease, the rental incentive may be revoked at any time. In the event that Resident terminates the Lease prior to the completion of the Lease, or Resident is in default of the Lease in any way, any and all rental incentives are immediately payable in full as rent.

**Security Deposit Incentives**

In the usual course of business, Campus Suites charges a security deposit to every resident. The security deposit may be reduced or waived as a rental incentive. If the security deposit has been reduced or waived for this lease, the following is in full effect.

Security Deposit Waiver is conditioned upon Resident providing a fully executed Lease including the Guaranty and any other required monies. It is subject to Resident and Guarantor passing all screening requirements for lease approval. This Security Deposit Waiver may be withdrawn at anytime without notice or reason prior to ripening of the Lease. **THE SECURITY DEPOSIT WAIVER IS FURTHER CONDITIONED UPON YOUR BEHAVIOR AS A RESIDENT. YOU MAY BE REQUIRED TO PAY THE SECURITY DEPOSIT AT ANY TIME YOU: 1) CAUSE ANY PROPERTY DAMAGES NOT DUE TO USUAL WEAR AND TEAR; 2) REMOVE OR ALLOW OTHERS TO REMOVE FURNITURE, FURNISHINGS OR EQUIPMENT OWNED BY CAMPUS SUITES FROM THE PLACE WHERE IT HAS BEEN INITIALLY PROVIDED; 3) INCUR EXCESSIVE CLEANING CHARGES; 4) ACCRUE MORE THAN ONE CITATION FOR VIOLATING THE COMMUNITY RULES; OR 5) FAIL TO TIMELY PAY YOUR RENT OR ANY OTHER COST, FEE OR EXPENSE OWED INCLUDING A UTILITY Overage REIMBURSEMENT.**

Initials: \_\_\_\_\_

**READ THIS LEASE CAREFULLY**  
***Campus Suites on 16th Street Lease Agreement***

You are agreeing to pay total rent in the amount of \$ \_\_\_\_\_. This total amount may be divided into installments as described in schedule "A." There is no prorated move-in or move-out rent. Paying rent in installments is a convenience for you. It should not be considered pro-rated rent. You are agreeing to pay the total amount during the rental term. The failure to make an agreed upon installment will be considered a default as to your obligations under this lease. You are leasing bed space and common area. This Lease describes a suite or bedroom ("Suite") that will be exclusively occupied by \_\_\_\_\_ ("Resident"). You are the Resident that is referred to in this Lease Agreement. The Resident with the other tenants in the apartment may use certain common space ("Common Space") within the apartment. ("Apartment"). The Apartment is located within a building ("Building"). The development is made up of Buildings, common areas, amenities and parking ("Apartment Community").

**There is no ability to cancel this lease if you withdraw from school.** We expect you to understand the terms of this lease and to honor the terms of this lease. **A failure to honor the terms of this lease could result in your being evicted and still having to pay the balance of the rent.**

If you have any questions regarding the terms of this lease, please ask them before executing this document. There are no oral agreements between you and the Apartment Community. If you do not think that something was included that was represented to you, please discuss that item with a representative of the Owner. **This document represents the complete understanding between you and the Owner. The terms of your lease are limited to what is contained in this Lease Agreement.**

If at any time during the term of this Lease Agreement, you think that the terms of the Lease Agreement are not being honored or satisfied as required by this Lease Agreement, you must immediately notify the Owner or it is assumed that you are waiving the discrepancy.

This Lease Agreement (the "Lease") is made by and between CS MURRAY, LLLP. ("Owner") with University Housing Property Management, LLC, acting as Agent for Owner pursuant to the express authority of Owner (hereinafter referred to as "Landlord" or "Owner"), its successors or assigns, the owners of the Apartment Community consisting of 140 apartments and all appurtenances thereto ("Property"), as designated on Schedule "A" attached hereto and made apart hereof, and Lessee/Resident whose name and address is fully set forth on Schedule "A".

**1. Demise.** In consideration of the full payment by Resident of the rental amounts required under this Lease when the same shall become due and payable and the performance of all of the other terms and conditions of this Lease, Owner hereby leases to the Resident the Apartment and bedroom/suite described herein.

**1.1 Description of Apartment:** The Apartment consists of Suites, with each having its own private bath, while sharing in use and occupancy of those areas of the Apartment to which Resident has access without entering into another suite. It is understood that this Lease provides for exclusive use and occupancy of the Suite as identified on Schedule "A" and the shared use and occupancy of the Common Spaces. Common Spaces are to include the equipped kitchen and laundry room, living and dining rooms, porch or balcony. Occupancy of the Resident's Suite shall be restricted to the Resident exclusively.

**2. Move-In Date.** The proposed move-in date is set forth in Schedule "A." The beginning of the term shall be at noon, while the end of the term, if no renewal, shall be noon on the date set out at Schedule "A." The rent shall be payable as set forth in Paragraph 3 of this Lease, and as more particularly shown on Schedule "A." Performance of all obligations, covenants and conditions of this Lease shall be due from both Owner and Resident as of the Move-in date.

**3. Rent.** The Resident agrees to pay the rent described in this Lease by personal check, money order, credit card or cashier's check in the amount and on or before the date set forth on Schedule "A"

Rent shall be payable at the Management offices on the Property, or at such other place or places as Owner may at any time hereafter designate in writing to Resident. If a rental payment is not paid by 5:00 P.M. (local time) on the day set forth in schedule A, Resident shall pay a late charge of \$25.00 plus an additional late charge of \$5.00 per day for every day thereafter in which any portion of the rental amount plus any late and/or other charges remain unpaid. All such late charges and other amounts due Owner including reimbursements, costs for damage repair, for lost items for penalties, and as otherwise set forth herein and/or by Addendum hereto are deemed rent for purposes of the Lease. The Resident agrees to pay the rent, including without limitation any fees due to Owner, by cashier's check or money order if Resident tenders it after the date set forth in Schedule A. If a credit card payment is challenged, the Resident agrees to be responsible for a collection fee in the amount of \$250 plus any reasonable attorney's fees or costs incurred in collecting the challenged payment. If Resident's check fails to clear the bank, an additional service charge of \$25.00 or the applicable bank charges (whichever is higher) will be assessed as additional rent. If Resident gives Owner two checks that are returned for nonpayment, thereafter, all future rent and redemption of any such returned checks shall be payable by cashier's check or money order only, throughout the Lease Term. In addition to all other amounts due Owner from Resident, Resident shall pay all applicable tax, if any, with each installment of rent payable under this Lease. It shall be irrefutably presumed, for purposes of this Lease, that Resident has not paid rent or any of the charges unless Resident can produce irrefutable proof that the rent has been paid.

**4. Parental or Sponsor's Guaranty:** The Owner requires a binding Guaranty Agreement (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by the Owner. Owner reserves the right to cancel this Lease in the event such Guaranty is not signed and returned to the Owner by the earlier of (i) 10 days after the date of the application or (ii) 3 days before occupancy of the Apartment whichever is sooner. If a Guarantor should die or be declared incompetent, you have 5 days in which to provide an acceptable substitute Guarantee. Resident and Guarantor hereby acknowledge that an acceptable guarantee of this Lease is essential for the Resident to be able to occupy an Apartment. Any effort to terminate or limit a Guarantee will be sufficient grounds for eviction with the Resident still being responsible for unpaid Rent. Resident shall be fully bound by all the terms and conditions hereof irrespective of Resident's age or legal status. Owner may waive this requirement in the event the Resident can reflect an independent source of income reasonably SATISFACTORY to Owner as well as meeting other reasonable credit requirements established by the Owner.

**5. Pets.** Resident shall not keep or have any animal, or pet of any kind in the Apartment or on or about the grounds of the Property. Resident agrees that the Owner has the right, in its absolute discretion, to determine which Residents in an Apartment were involved in keeping a pet. The Resident, some Residents or all of the Residents of an apartment, may be assessed jointly and severally the sum of \$250 plus \$50.00 per day for each day that the pet remains on the Property as liquidated damages due to the difficulty in determining the actual damage from having a pet present. In determining which Residents will be assessed, the Owner will consider whether a Resident reported the presence of a pet, whether the pet was allowed to be in common areas, the known involvement of the Resident in obtaining or maintaining the pet and such other factors as are deemed relevant. Further, Resident agrees that the sum of \$250 plus \$50.00 per day per violating Resident is reasonable. Resident understands that the payment of the \$250 and \$50.00 per day shall not be in lieu of Owner's right to evict the Resident or to collect for actual provable damages in excess of \$250 plus \$50 per day to the Apartment or the Common Areas or for the Owner to take any other action permitted for breach of the Lease by Resident. **This provision shall also apply to visiting pets. Under no circumstances are pets to be allowed on the grounds or in the Apartment. A violation of this provision may, at the Owner's discretion, result in the Resident's eviction.**

**6. Non-Refundable Administrative Fee.** In addition to the rent and the Security Deposit provided for herein, Resident agrees to pay in advance a one-time fee in the amount set forth on Schedule "A". This fee in no way releases Resident from the obligation of leaving the Apartment in as good condition as when received by Resident, reasonable wear and tear accepted.

**7. Utilities.** Each Apartment has separate meters for electricity and may at the option of Owner have separate metering for water (including sewer). The rental amount set forth on Schedule "A" includes allowances for certain services provided to the Resident including water, sewer, cable service, pest control, garbage collection, and

non-commercial internet service. In the event that the covered Utility bills for the Apartment exceed \$140 for a four-bedroom apartment or \$105 for a three-bedroom apartment in any month, then the Owner shall bill each of the residents of the Apartment, including Resident, an equal share of the overage, which shall be deemed additional Rent for the following month. As part of your residency, trash removal service is provided on a regular schedule free of charge. All refuse must be securely wrapped and placed in the proper receptacle. Garbage should be bagged and tightly tied off. Please do not place large articles such as furniture, mattresses, etc., in these areas since the removal service will not dispose of these items. Boxes should be completely collapsed before disposal. Trash is not permitted in breezeways, patios or balconies. Any trash not properly disposed in designated receptacles could result in a \$25.00 fine.

**8. Internet. Resident is prohibited from using the Internet connection for any commercial venture; Owner may terminate your access if any illegal or improper use of the Internet is brought to the attention of management without providing any notice whatsoever. By signing this Lease, you authorize the Owner or its internet service provider to monitor your use of the internet to determine if any illegal or improper use is being engaged in by the Resident. The determination of illegal use of the internet is also sufficient grounds for eviction. The Resident, if requested by the Owner, will execute an internet use agreement.**

**9. Use and Occupancy of Apartment.** Resident shall use the Apartment for residential purposes only. Resident further agrees that only the Resident and other persons who have signed leases with Owner to reside in this Apartment may reside in the Apartment. Although Resident may have visitors from time to time, it is understood that occupancy of the Apartment is expressly reserved for the Residents. The Resident assumes the responsibility for the behavior, safety, and welfare of any visitor. The Resident assumes responsibility for the conduct of the visitor and for the violation of any term of this lease by a visitor. A violation of any term of this lease or the policies of the community by a visitor could result in the eviction of the Resident. Resident, as a condition of this Lease, agrees to notify Owner or Owner's agents of all service requests, matters involving immediate damage to person or property such as, but not limited to, fire, gas, smoke, overflowing sewer, uncontrolled running water, electrical shorts or crime in progress. Resident also agrees to report any behavior that might threaten or undermine the safety of any resident. Resident agrees not to flush any foreign object or feminine product in the toilets and not to smoke in the Apartment. Resident further agrees not to insert utensils or other non-food items in the garbage disposal. Any damage caused by the Resident as the result of the improper use of the Apartment or its facilities will be repaired at the Resident or Residents expense and will be charged to the Resident or Residents as additional Rent. The Resident also agrees that no visitor shall stay in an Apartment on the Property for more than 72 consecutive hours without the prior written approval of Management.

**9.1 Agreement to Live in a Cooperative Manner:** If the Apartment is rented at less than full occupancy or if a bedroom is rented and not yet occupied, Owner may lock the doors to the unoccupied Suites, which are not leased or not yet occupied and thereby deny access to that area. It will be considered a material violation of this Lease Agreement to enter a locked and unoccupied Suite or bedroom. Owner may lease any vacant Suite or bedroom to any qualified tenant. Resident understands that Owner has no way of insuring that other residents of the Apartment will be acceptable to or compatible with Resident or that their character will be impeccable. Owner is not and will not be responsible for the acts or omissions of the other residents in the Apartment and Resident assumes the risk of living with others under this arrangement. Any serious problems with co-residents should be reported to Owner in writing immediately but shall not be grounds for a Resident to terminate this Lease.

**9.2 Relocation:** It is understood that the Apartment contains other bedrooms or Suites in which other persons may reside. For purpose of operating efficiently, Owner reserves the right (it cannot be arbitrary nor capricious), upon five (5) days advance written notice, to relocate Resident to another Apartment in Campus Suites on 16th Street or to assign Resident to other bedrooms or Suites in the Apartment. Owner, to every extent practical, will honor Resident's request for the sharing of a particular Apartment. In the event that the Owner grants a Resident's request to transfer to another Suite or bedroom within the Apartment or to another Apartment after move-in, the Resident will be required to pay a \$200.00 transfer fee, which shall be deemed as additional rent and must execute a Lease addendum describing the Resident's new address and tenancy. The failure to obtain Owner's approval of such a transfer will be considered a material breach of this Lease Agreement.

**10. Acceptance and Care of Apartment.** Resident shall examine and accept the Apartment "AS IS" except for what Resident and Owner reflect on the "Move In Inspection Sheet". Resident shall have the right to report, in writing, defects and damages to Owner by the end of the day in which Resident receives the keys to the Apartment and Suite. Such damages and defects shall be listed on the Move-in Inspection Form. Defects and damages not so timely reported to Owner shall be presumed to have first occurred during Resident's occupancy of the Apartment. Resident shall use reasonable diligence in care of the Apartment.

Alterations, additions and improvements to the Apartment by Resident may be made only after receipt of the prior written consent of Owner. If such approved changes are made, they shall become the property of Owner and shall be surrendered with the Apartment at the expiration or termination of this Lease or at the sole discretion of Owner, the Apartment shall be returned to its original condition at the sole expense of Resident. No holes will be permitted in the walls, woodwork or floors, and no waterbeds or antenna installations (including citizens band radio antennas) or satellite dishes or alarm systems or wall phones or stringing of wires, or change of locks or additional locks shall be permitted. If additional locks or a change in locks is permitted by Owner, Resident understands and agrees that the Owner will have a key or keys for access installed by maintenance. Resident will not remove Owner's fixtures, furniture and/or furnishings from the Apartment or Property for any purpose. Resident agrees and understands that Resident shall be liable jointly and severally with each of the residents of the Apartment. Resident shall be responsible for any extraordinary damage done to the unit or to the property and shall be responsible for any extraordinary utilization of utility services.

**11. Smoking.** Smoking is not permitted inside any Campus Suites property. This includes but is not limited to apartments, breezeways, clubhouse, shuttle and van. Cigarettes may be smoked outside of the building, but the cigarette butts must be properly disposed in a fire safe container. Cigarette butts not properly disposed could result in a \$25 fine.

**12. Keys and Locks.** Alterations or replacement of locks or installation of bolts, door knockers, peepholes or other attachments on the interior or exterior of any door must be installed by Maintenance and have Management's prior approval. Management will admit residents who have been locked out of their apartment for the following nominal charges: during Leasing Office hours for no charge, after Leasing Office hours for a charge of \$35. The amount will be charged to your account and should be paid in full the following business day. A \$75.00 charge will be assessed for any unreturned or lost key, including but not limited to: electronic key or site access credential. A \$25.00 charge will be assessed for any unreturned bedroom, mailbox or storage room key.

**13. Failure to Vacate After Notice.** If Resident continues in possession of the Apartment after the expiration or termination of this Lease without the written permission of Owner, Resident shall be liable, in addition to all other damages provided for under the Lease, and/or Kentucky law, for three months rent or three times the actual damages, whichever is greater (KS383.560) and Resident shall be subject to eviction.

**14. Liability.** Owner, its respective employees, agents and affiliates, will not be liable to Resident, Resident's family, guests, invitees or agents for injury, damage, or loss to person or property caused by the negligent, omission, or criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or Resident's personal conflict with other residents. Owner has no duty to correct conditions caused by acts of God. Except to the extent prohibited by applicable law, Resident releases Owner and the Management Company, their respective employees, agents and affiliates, respective successors and assigns and respective employees, officers, directors and affiliates (the "Releasees") from any and all claims and/or damages (i) for loss or theft of Resident or Resident's guests', invitees' or agents' Personal property, and/or (ii) which may arise out of any accidents or injuries to Resident, Resident's family, guests, invitees or agents, in or about the Property or the Apartment Community even if such claim or damage was caused in whole or in part by the negligence of the Releasees. Resident assumes any and all risks from any accidents in connection with use of the Apartment, the Apartment Community or the Apartment Community's recreational facilities or areas for Resident, Resident's family, guests, invitees or agents, it being understood that all such areas and facilities are gratuitously supplied for Resident's use and at the Resident's sole risk. Owner shall not be liable for any injury to property or persons resulting from any failure or interruption of any

utilities or of heating, air conditioning or plumbing systems, unless such failure or interruption is due to Owner's or Management Company's unreasonable delay and wrongful act or omission and gross negligence following notice to Owner or Management Company of such defect or condition.

**15. Casualty Loss.** If in the reasonable judgment of Owner, fire or other casualty materially damages the Apartment, Suite, Building or Apartment Community, Owner may terminate this Lease within a reasonable time after such determination by giving Resident written notice. If Owner terminates the Lease, and Resident did not cause the loss, Owner will refund prorated, prepaid Rent and all deposit(s), less lawful deductions. If Owner determines that material damage has not been caused to the Apartment, Suite, Building, Amenity Package (collectively "the Apartment Community"), or, if Owner has elected not to terminate this Lease, Owner will, within a reasonable time, rebuild the damaged improvements.

**16. Right of Entry.** Resident hereby grants to Owner, or Management Company the right to periodically enter into the Apartment at reasonable hours and upon reasonable notice for the preservation of the Apartment, to inspect the Apartment, to make necessary or agreed repairs, decorations, alterations or improvements, to supply agreed services, or for any other reasonable business purpose connected with the operation of the Property. Resident also grants to the Owner the right to enter into the Apartment and the Suite at any time to deal with emergency situations or to determine any violations of Lease. Owner reserves the right to enter a vacant suite at any time.

**17. Owner's Obligations.** Owner agrees to maintain all areas of the Property (excluding the Apartment) ("Common Areas") in a clean and sanitary condition, to comply with the requirements of applicable building, housing and health codes, to make all reasonable repairs (subject to notification by Resident of the need for such repairs and Resident's obligation to pay for damages caused by Resident, Resident's family, guests, invitees or agents), and to comply with all applicable laws. Notwithstanding the foregoing, Owner is not responsible to Resident for conditions created or caused by the wrongful or negligent acts or omissions of Resident, the Resident's family, agents, invitees or employees. Owner's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Resident's obligation to promptly pay the rent as and when the same shall become due and payable under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments, except as may be otherwise provided under Kentucky law.

**18. Default by Resident.** If Resident fails to pay Rent or additional Rents when due, or if Resident fails to reimburse Owner for damages, repairs or service costs when due under this Lease, or if Resident or the Resident's guests, invitees or agents violate the terms or conditions of this Lease or violate applicable state and local laws, or violates applicable Community Policies, or if the Resident abandons the Apartment, then Owner or Owner's representative may terminate Resident's right of occupancy by giving Resident the written notice and process required by law. Notice may be by mail, posting or personal delivery to Resident's Apartment so long as it complies with Kentucky law. **Such termination does not release Resident from liability for future Rents and Resident agrees that Owner shall be permitted to accelerate the Rent due for the balance of the term of the Lease and obtain a judgment in that amount, plus all other amounts permitted pursuant to the terms and conditions herein and the applicable provisions of the Kentucky Statutes. Resident's absence from the Apartment for sixteen (16) consecutive days while all or any portion of the Rent is delinquent shall be deemed an abandonment of the Apartment.**

**19. Liens or Sales.** Owner may encumber the Apartment and/or the Property by mortgage(s) and any such mortgage(s) so given shall be a lien on the land and buildings superior to the rights of the Resident herein. In the event that all or any part of the Property has been financed or will be financed or sold, Resident hereby subordinates its rights, title and interest in the Apartment and any fixtures and equipment affixed thereto, to the rights and interest of said lender or purchaser and their successors and assigns. Foreclosure of any mortgage shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as tenant, and such purchaser, as owner; however, if Owner of the Property changes due to a foreclosure or deed in lieu thereof, this Lease may be terminated. The Owner may sell or transfer the Property and any such sale or transfer or any part thereof shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale, Owner and Management Company shall be released from all obligations

hereunder and Resident shall look solely to the new or successor owner or management company of the Property for the performance of the duties of "Owner" hereunder from and after the date of such sale or transfer.

**20. Subletting and Successors.** Leasing or subleasing of any part of the Apartment by Resident without the express written consent of the management company of the Apartment Community ("Management Company") is not permitted. Assignment or subletting of this Lease by Resident is not permitted unless agreed to by the execution of a Lease Assignment Addendum. The terms and conditions contained in this Lease shall be binding upon the Resident and Guarantors and shall inure to the benefit of Owner and their respective heirs, executors, administrators, personal representatives, successors and assigns. If for any reason the Resident cannot occupy the premises through the term of the Lease Agreement, the obligation to pay Rent will continue. The Resident may present a replacement Resident for consideration. If the replacement Resident is deemed acceptable by the Owner and the replacement Resident executes a replacement Lease Agreement and a Lease Assignment Agreement, such replacement Resident may replace the Resident.

**21. Notices.** Any notice or document required or permitted to be delivered under this Lease to Resident or Guarantor shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, as certified or registered mail addressed to Resident or Guarantor at Resident's or Guarantor's residence address at the Property or place of permanent residence, or to the Resident when posted on the door of the Apartment or Suite, or if hand-delivered (or if Resident's residence address changes, to such other residence address as Resident may at any time designate by written notice to Owner), and to Owner at the management office of the Property (or at such other address or addresses as Owner may at any time or from time to time designate in writing to Resident). Personal delivery of any such notice by Owner or Resident at the above address shall be deemed effective delivery hereunder. Notwithstanding anything herein to the contrary, all notices to Resident required pursuant to the Kentucky Statutes shall be served in accordance with the Kentucky Statutes.

**22. Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms or effect to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**23. Attorney's Fees.** In the event landlord employs an attorney because of a default by tenant under the terms and conditions of this lease, tenant shall be liable for attorney fees and other costs or expenses incurred by landlord in connection therewith. This clause is not intended to be a discretionary matter for the Court. If applicable, the meaning of a "prevailing party" is a party that recovers the monetary amount sought or an amount more than a sum offered pursuant to an "Offer of Judgment" under CR 68 of the Kentucky Rules of Civil Procedure or a rule similar thereto in the event of a subsequent amendment. In addition to the foregoing, if any amount due Owner by Resident pursuant to this Lease or otherwise is turned over to a collection agent for collection, the Resident agrees to pay in addition thereto all related collection fees, whether contingent or otherwise, and costs incurred by Owner, its successors and/or assigns thereby.

**24. Security Deposit.** Resident has upon application for the Apartment deposited with Owner the total sum set forth in Schedule "A" as a Security Deposit to be held pursuant to the conditions provided in the Application, this Lease and the applicable provisions of Kentucky law. Such Security Deposit shall include any Apartment deposit or security deposit and is in addition to the amounts, which Resident must pay for initial rent and non-refundable fees. Resident's Security Deposit is being held at a bank which will be designated by the Owner in an account that is established for similar Security Deposits. Owner may transfer such Security Deposit into a separate interest bearing account at Owner's sole discretion with at least three (3) days prior written notice of transfer to Resident.

**24.1 Refund of Security Deposit:** Owner agrees to refund the Security Deposit upon satisfaction of all of the following conditions except as modified by exercise of the cancellation option contained in Resident's Lease or the other provisions of said Lease.

- (a) Vacating of the entire Apartment by Resident on or before the end of the Term or Expiration of the Term of the Lease.
- (b) Payment by Resident of all rental and other amounts required under the Lease.
- (c) Thorough cleaning of the Apartment, including, but not limited to all kitchen appliances (including without limitation refrigerator, oven, range, dishwasher), baths, closets, storage areas, patios/balconies, etc., so as to be in the same condition as same were in on the commencement date of the Term of the Lease, normal wear and tear excepted.
- (d) An absence of defects in or damage to the Apartment, whether caused by Resident or otherwise, unless included on the written list of damages and defects (the Move-in Inspection Form) as set out in this Lease.
- (e) Performance by Resident of all of the other covenants and obligations of Resident under the Lease, from the date of commencement of the Lease up to and including the date of expiration or termination of the Term of the Lease, or up to and including the final day of the Lease.
- (f) Observance and performance by Resident of all Community Policies pertaining to Resident under the Lease.
- (g) Provision by Resident to Owner in writing of Resident's forwarding address. MAIL WILL NOT BE FORWARDED BY THE OWNER. The Resident hereby acknowledges and agrees the Owner has no responsibility to protect or forward any mail to Resident after the Resident has vacated the Apartment. It will be Resident's responsibility to notify the Postal Service or senders of a change of address.
- (h) Return of all keys, gate cards and other entry devices.

**24.2 Deductions:** Owner agrees to refund the Security Deposit to Resident in accordance with the provisions of Kentucky law, after deducting therefrom all damages or charges for which Resident is legally liable under the Lease or as a result of breaching the Lease. Any deduction shall be assessed against the Security Deposit regardless of whether the damage to the Apartment or whether the other charges have been incurred by the Resident or by others so long as they are attributable to the premises leased by the Resident.

**24.3 Withholding of Rent:** Resident acknowledges that Resident shall have no right to apply any portion of the Security Deposit to the Rent due and payable under the Lease, and that the entire pro rata rent payment shall be paid on or before the due date during the Term of the Lease.

**24.4 Move-Out Procedures:** When Resident moves out of the Apartment, an inspection of the condition of same shall be made after all of the personal effects of Resident have been removed. Resident may schedule an appointment to accompany Owner during said inspection to help resolve any problems that may arise. After inspection by Owner, appropriate charges will be assessed against Resident by Owner for any missing items, damages or repairs to the Apartment or its contents (normal wear and tear excepted); insufficient light bulbs; scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture, damage of any kind to the Owner's property, unauthorized modifications and for cleaning the Apartment (including all kitchen appliances).

**24.5 Failure to Occupy Apartment:** If, for any reason except for delay caused by construction, the holding over of a prior resident or disapproval of the rental application, the undersigned does not take occupancy of the Apartments as provided for in the Lease, Owner shall assess damages against the amount of total rent lost and any expenses incurred due to cancellation. As these costs are difficult to ascertain, the undersigned agrees to forfeit the refundable portion of the security deposit and liquidated damages for the agreed upon apartment.

**24.6 Compliance with Kentucky Statutes:**

(a) Upon the vacating of the Property at the termination of the lease, the OWNER shall have 60 days to return the Security Deposit together with interest if interest was earned, or in which to give the TENANT written or personal notice to the TENANT'S last known mailing address of the Owner's intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of \$\_(SAMPLE)\_ upon your security deposit, due to \_(SAMPLE)\_. You are hereby notified that you must object in writing to this deduction from your security deposit within 60 days from the time you receive this notice or the Owner will be authorized to deduct its claim from your Security Deposit. Your objection must be sent to CS MURRAY, LLLP, Campus Suites on 16th Street, 1621 North 16th Street, Murray, KY 42071.

(b) Unless the TENANT objects to the imposition of the Owner's claim or the amount thereof within 15 days after receipt of the owner's notice of intention to impose a claim, the Owner may and will then deduct the amount of this claim and shall remit the balance of the deposit to the TENANT within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs including a reasonable attorney's fee. The court shall advance the cause on the calendar. This subsection prevails over any conflicting provisions in (KS383.560) and in other sections of the Kentucky Statutes.

**25. Radon Gas.** Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Kentucky. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**26. Counterparts.** This Lease may be executed in counterparts and in duplicate with one copy to be furnished to Resident and the other copy to be retained by Owner.

**27. Non-Waiver.** Failure of Owner to insist upon strict, timely compliance by Resident with any term(s) of this Lease shall not amount to nor be construed as nor otherwise constitute a waiver by Owner of Owner's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this Lease, including, without limitation, any term(s) that may not have been enforced strictly by Owner previously, acceptance by the Owner of rent after knowledge of any breach of this Lease by the Resident shall not be a waiver of the Owners right nor construed as an election by the Owner not to enforce the provisions of this Lease pursuant to such a breach. Owner's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Owner, shall not be a waiver of Owner's right to insist on payment thereof. Owner may demand same at any time, including Move-out and thereafter.

**28. Entire Agreement.** This Lease shall not be valid and enforceable until the Lease is fully executed by all parties, the Guaranty Agreement (if required) is approved by Owner and the application has been approved.

**29. Law Governing.** This Lease shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Kentucky and enforcement of the terms and conditions shall be in Calloway County, Kentucky.

**30. Construction of Lease.** This Lease shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation.

**31. Representations.** The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiations leading up to and including the time of execution of this Lease did any representative, agent, or employee of the Owner make any representation(s), engage in any discussion(s) of the Lease, or otherwise communicate with the Resident anything, that in any way whatsoever expands, contradicts, alters or amends any written term and/or condition of this Lease, nor did the Owner, any representative, agent and/or employee of the Owner make any statement(s) or communication (s) or representation(s) of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this Lease as written. The Resident hereby acknowledges that the Resident has read this Lease in its entirety and is fully informed of all contents hereof.

**32. Abandoned Property.** By signing this Lease, the Resident agrees that upon surrender or abandonment, as defined by the Kentucky Statutes, Owner shall not be liable or responsible for storage or disposition of the Resident's personal property.

**33. Amenities.** It is agreed and understood by Resident that all amenities, or common areas provided for Resident's use are temporary and that they may be altered or removed at any time without notice and without consent of the Resident.

**34. Renter's Insurance.** Resident agrees that Owner/Management Company is not responsible for any damage to personal property due to uncontrollable causes in their building or on their property (i.e., fire, theft, vandalism, etc.). Therefore, the **Resident realizes that it is in his/her best interest to carry Renter's Insurance.**

**35. Safety and Security.** The Owner and Management do not promise, warrant, or guarantee the safety or security of Resident, Resident's Guest(s), or his/her property against the criminal actions of other residents or third parties. Each Resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings. Resident should contact an insurance agent to arrange appropriate fire and theft insurance for their personal property. No security system, courtesy patrol, or electronic security device can guarantee complete protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error, or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Residents should always proceed on the assumption that no security personnel, mechanism, or system exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit. If any security systems, controlled access gates, or courtesy are implemented or employed by Campus Suites, no representation is being made that they will be effective to prevent injury, theft, or vandalism. The controlled access gates are not a security system and are frequently left open for the ease of ingress and egress of Residents. Security personnel, if provided, cannot physically be every place at every moment. Therefore, Management does not warrant that any security devices or security services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Further, Management reserves the right to reduce, modify, or eliminate any security system, security devices, or services (other than statutorily required) at any time; Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management. Resident agrees to notify Management promptly and in writing of any problem, defect, malfunction, or failure of door locks, window latches, controlled access gates, and any other security-related device. Resident agrees that he/she have received no representations or warranties, either expressed or implied, as to any security on the property, or guarantee that the apartment community is, was, or will be free from crime. Resident agrees to release and hold harmless Owner/Management from claims arising out of the negligence, misfeasance, or criminal acts of other Residents and third parties.

**36. SMS Text Notification:** Lessee agrees to provide Lessee's mobile phone number to Lessor for the purpose of being notified via text message (SMS) of emergency situations and property notifications that may arise at the apartment complex; this service is powered by a third party. Emergency situations may include, but are not limited to, inclement weather, fire, and terrorism. Lessee agrees Lessee is solely responsible for any text messaging rates incurred by this service, and that neither Lessor nor third party shall be responsible for any text messaging rates incurred by such notices. Standard rates apply. Lessor agrees to not provide or disclose Lessee's mobile phone number to any third party without prior written permission by Lessee; acceptance of this agreement shall stand as permission to provide necessary contact information to third party provider. Lessee agrees that Lessor and third party provider will never be held liable for service failure, delay, message content, or any other aspect of the service.

**37. Drug-Free / Criminal-Free Housing** Resident, any visitor to Resident's Apartment, or a guest or other person under the Resident's control or with the Resident's knowledge or control shall not engage or facilitate in criminal activity, including drug-related criminal activity, on, near or within sight of the community premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, storage, transportation, usage or possession with the intent to manufacture, sell, distribute, store, transport, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

No Resident or guest of the Resident will engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the community premises or otherwise.

Resident, nor any guest of the Resident or other person under the Resident's control or influence with the Resident's knowledge shall engage in any acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on, near or within sight of the community premises nor shall they engage in activity which threatens the peaceful occupancy of an Apartment by a Resident.

You acknowledge there shall be no air rifles, firearms, pellet guns, slingshots, fireworks or similar explosive devices on or about the Apartment Community at any time for any reason. If such items are found in your and/or your guest's, invitee's and visitor's possession, or are found in your Suite or Apartment, it shall be grounds for immediate termination of your occupancy.

VIOLETION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the evidence.

In the event that a violation of the terms of this Lease is reported to the Management of the Campus Suites, the Resident agrees that Management may notify the Resident's Guarantors of the reported incident.

**SIGNATURE PAGE:**

**I understand the terms and conditions of this Lease Agreement and hereby agree to the terms and conditions of this Lease Agreement and of the Addendums thereto**

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

PRINT NAME: \_\_\_\_\_

In witness whereof, the parties hereafter have set their hands and seals on the date set next to the signatory.

**Owner:** CS MURRAY, LLLP.

\_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Title: \_\_\_\_\_

**THIS LEASE IS NOT COMPLETE UNTIL SIGNED BY ALL PARTIES AND THE MATERIAL INFORMATION HAS BEEN INCORPORATED.**

Initials: \_\_\_\_\_