



**Irish
ROW**
LEASE AGREEMENT

Date: «lease_generated_on»

Apartment Community: «property_name»

Tenant Name: «responsible_applicant_names»

Permanent Address: «primary_applicant_street_line1» «primary_applicant_city» , «primary_applicant_state_code»
«primary_applicant_postal_code»

Landlord/Owner: «owner_name»

Property Manager: Greystar RS SW, LLC

Owner's address for all notices: «property_street_line1» «property_city», «property_state_code»
«property_postal_code»

Lease Term: «lease_start_date» ("Starting Date") to «lease_end_date» ("Ending Date")

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON**

US.

- 1. LEASED PREMISES.** We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a «number_of_bedrooms» bedroom apartment (**«number_of_bedrooms» Bed / «number_of_bathrooms» Bath**), and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
- 2. LEASE TERM.** The Lease starts at **12:00pm** on the Starting Date, and ends at **12** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 12 of this Lease. **Under no circumstances**

will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.

- 3. **RENT AND ADDITIONAL CHARGES.** Your "Rent" for the Term is \$«monthly_charge_total_lease» (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in «installment_number» equal installments of \$«monthly_charge_total» payable as follows; the first installment due on **the 15th of the month prior to your lease start date, «lease_start_date»**, with remaining installments due on or before the **1st** day of each month beginning «second_month_start_date»

The breakdown of your regular installments are:

REGULAR INSTALLMENT

«charge_code»	\$«amount»
TOTAL RENT	\$«monthly_charge_total»

With the exception of the first installment, you will pay us the "Rent Installment", which is composed of the Base Rent and other incidental charges, on or before the **1st** day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent.

If your Rent is not paid by the third (3rd) day of the month, your Rent is late and you will be charged \$30.00 in addition to your Rent. In addition, beginning with the 6th day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply. Please note that we reserve the right to require you to pay by certified funds, cashier's check or money order only, at any time. We reserve the unilateral right to discontinue your ability to pay any Rent Installment via electronic payment at any time. We will give you a receipt for rents paid in cash and, upon request, for rents paid by checks.

- 4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$30.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.
- 5. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked: «cb_cable_tv» Cable TV, «cb_sewer» Sewer, «cb_garbage» Garbage Removal, «cb_electricity» Electricity, «cb_gas» Gas, «cb_water» Water, «cb_phone» Telephone.

You agree to pay for all utilities, any related deposits, and any charges, fee or service on such utilities not provided by us. Utilities must remain in your name and must not be disconnected for the entirety of the lease term. Failure to maintain the utility bills in the name of a resident of the apartment due to failure to pay or failure to set up, will result in a **\$25.00** fine per resident of the apartment. A charge of 10% will be applied to each utility bill received by **Irish Row** and charged back to all residents of the apartment until the utility bill is returned to a resident's name. Failure to comply with this utility clause may result in your lease to be found in Default as explained in Section 12 of this lease. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.



6. **INTERNET.** We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 6.**
7. **RELOCATION.** It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon 5 days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than 5 days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$200.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.
8. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of **\$300.00** is required for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear accepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.
9. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
10. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. **You may not change any locks.** You agree that your request for maintenance or repairs shall constitute permission to enter.
11. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior.

WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all

security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. 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 Apartment and Community 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.

12. DAMAGE OR DESTRUCTION OF PREMISES. If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

13. DEFAULT. You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease. You fail to provide proof of general liability insurance coverage **10** days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.

14. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g.
- i. As to a default for failure to provide a guaranty or security deposit, within **15** days of our execution of this Lease. In addition to terminating the Lease, we will charge you liquidated damages in the amount of **three** Rent Installments,

which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

15. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

16. CONDITION OF PREMISES.

- a. Acceptance of Apartment. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**
- b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.
- c. Responsibility for Damages. You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days

after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

17. **RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.
18. **TERMINATION.** The termination of this Lease shall not affect the accrual of your liability for Rent, and it is specifically agreed that you shall not be released from any liability for Rent for the remainder of the Lease Term due to any termination of this Lease prior to the Ending Date of the Lease Term. You will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bedroom or the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
19. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 16 above.
20. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
21. **CONSENT TO JURISDICTION.** This Lease has been entered into in the County of **St Joseph** in the state of **Indiana**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within County of **St Joseph** in the state of **Indiana**.
22. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the County of **St Joseph** in the state of **Indiana**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
23. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. **ATTORNEYS' FEES.** If we incur costs, including but not limited to legal fees, in the course of enforcing this Lease against you, whether or not a lawsuit is filed, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorney fees, in addition to any amounts due to us from you.
25. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. Any

dispute regarding the terms of this Agreement shall be governed by Indiana law. The sole venue for all such disputes shall be the state courts of St Joseph County, Indiana, or the United States District Court for the Northern District of Indiana, South Bend Division. By signing below, you consent to personal jurisdiction in these courts.

26. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
27. **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.
28. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
29. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
30. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
31. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
32. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
33. **HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of **\$150.00** per day, along with all other amounts that you owe. If you hold over, we may, at our option, exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you, or we may elect to treat you as a month-to-month resident.
34. **NOTICES; ELECTRONIC NOTIFICATION.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery, except as otherwise required by law. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
35. **PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. We may provide access to a shuttle service

for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our gross negligence or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.

- 36. **PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you 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. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.
- 37. **INSURANCE.** You are required to provide either proof of general liability insurance to cover certain damages you are liable for to us under this Lease or participate in the Program as described in the Liability Insurance Requirement Addendum that is a part of this Lease. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE OR PARTICIPATE IN THE PROGRAM.** In addition, you may choose to talk to an insurance agent about property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
- 38. **GUESTS AND OVERNIGHT STAYS.** You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of 5 nights per month, but only 3 consecutive nights each month, and in no event more than 30 days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: Irish Row at Vaness LLC

«responsible_applicant_names» Date

(Owner/Agent) Date

