

RENEWAL TERMS & CONDITIONS

AUTOMATIC RENEWAL - If either Resident or Landlord desires that this Lease terminate on the Ending Date set out in the Summary of the current Residential Lease Agreement Summary, of this Lease, Resident or Landlord (as applicable) must give to the other party, a written notice of termination, which must be received by the other party no later than the first (1st) day of the last full calendar month before the Ending Date. The parties agree that the giving of verbal notice of termination by one party to the other is not sufficient for the purposes of this paragraph. Resident specifically acknowledges that any such termination notice is not validly given to Landlord until it is acknowledged as received in writing by Landlord, or alternatively, Resident may send the termination notice by certified mail to Landlord at the address listed in Summary of Current Residential Lease Agreement, to this Lease, or to such other address as Landlord may designate as its notice address from time to time by written notice to Resident, and Landlord agrees to accept the mailing date as documented by the U.S. Postal Office as the date of notice. Landlord may give notice to Resident, and any such notice shall be deemed **delivered**, if made by and means allowed under the "Notice Delivery" section of this Lease. Failure of either party to give this required notice will automatically renew the Term of the Lease and all of its provisions on a month to month basis, at the then current highest market rent for the Leased Premises plus a month to month charge as outlined in the Summary of Current Residential Lease Agreement and either party may terminate this Lease, effective as of the last day of a calendar month, by written notice given to the other as set out above no less than thirty (30) days before the date of Lease termination.

RENT - Throughout the Term, Resident shall pay Landlord the rental amounts described on the Renewal Notice pertaining to the current Residential Lease Agreement, of this Lease (the terms "rent" or "rental" will refer to the rental amounts described on the Renewal Notice pertaining to the Current Residential Lease Agreement of this Lease, and all other amounts payable under this Lease). Each monthly rental amount shall be payable in advance, without offset, deduction, notice or demand, on or before the first (1st) day of each calendar month during the Term of this Lease. Rent shall be payable through the designated website portal or offices of Landlord as set forth in Summary of Current Residential Lease Agreement of this Lease, or at such other place or places as Landlord may, from time to time, designate by written notice to Resident.

RENT PAYMENTS - All rent payments will be in the form of ACH, credit card, debit card, check, money order or cashier check or at an authorized Payment Service Center. Payments made by any method other than ACH will incur a \$10 service/handling fee.

Payment of rent online, while such service is provided by Landlord, is for Resident's convenience. The risk of receipt of funds by Landlord when such service is used is Resident's and not Landlord's risk. Furthermore, Residents hereby agree not to charge back any rent payments made by credit card, debit card, EFT, ACH or any other electronic means to Landlord. Resident agrees to pay an additional Return Check Charge equal to the amount set forth in Summary of Current Residential Lease Agreement, as a liquidated damage for any payment disputed for Rent due under this agreement. In the event of a charge back, Residents may, at Landlord's opinion, be required to pay any future payments and any applicable charges through an authorized Payment Service Center or at such other place or places as Landlord may, from time to time, designate by written notice to Resident.

LATE PAYMENT - Resident shall pay the total amount of rent owed on or before the 1st day of the month. If Resident fails to timely pay all rent, Landlord is entitled to a late fee of **\$25.00** per day as set forth in the Summary of the current Residential Lease Agreement. This late fee is additional rent and is not an extension of time for Resident to pay monthly rent which remains due on or before the first (1st) day of each calendar month. Landlord is not obligated to accept any payment for rent or other charges after it is due and Landlord reserves all rights to evict for delinquent rent. If Resident's payment fails to clear the bank or is returned to Landlord for non-payment, Resident will pay the Return Check Charge set out in Summary of Current Residential Lease Agreement of this Lease. If any two (2) of Resident's payments are returned for nonpayment at any time during the Term of this Lease or any extension thereof, then at Landlord's option, all rent coming due during the remaining Term shall be payable only through an authorized Payment Service Center or other means that have been authorized in writing by Landlord.

For security reasons, Landlord reserves the right to refuse to accept cash payments of rent unless paid through an authorized Payment Service Center. Partial payment of rent is not acceptable; all payments must be made in full to include all amounts due. Post-dated or third-party payments will not be accepted. Payment of rent is an independent covenant. Landlord will have the right, at its option, and without notice to Resident, to apply any monies received from Resident first, to satisfy any outstanding monetary obligation of Resident to Landlord, including any outstanding rent, and then to current rent, regardless of notations on checks or money orders to the contrary and regardless of when the obligations of Resident to Landlord may have arisen. Resident may not withhold any rent or other payments due to Landlord hereunder or offset any amounts whatsoever against rent or any other payments due by Resident to Landlord. Landlord's acceptance of rent on behalf of Resident from a person or entity other than Resident does not confer the right of use or occupancy upon that person or entity or confer upon Landlord any obligations not set forth in this Lease Agreement or Addendum thereof. Landlord's failure or delay in demanding any amounts due under this Lease, including, but not limited to, damage reimbursements, late payments, returned check charges or other sums due from Resident, shall not be deemed a waiver by Landlord of the right to collect these charges, and Landlord may demand any and all amounts at any time, including move-out.

SECURITY DEPOSIT – Resident has deposited with Landlord the Refundable Security Deposit and additional refundable amounts set forth in Summary of Current Residential Lease Agreement Security Deposits of this Lease, as a security deposit to be held pursuant to the conditions set forth in this Lease (the “Security Deposit” or “Deposit”). The Security Deposit will not mean the Non-Refundable Pet Fee or any other amounts termed “non-refundable” in the Summary of Current Residential Lease Agreement and Addendums of this Lease; these amounts are fees that are not refundable to Resident. The Security Deposit, which Landlord will place in a non-interest bearing, general account, will be held by Landlord as security for the full and faithful performance of all of the terms and conditions of this Lease by Resident, and Resident hereby grants Landlord a continuing unconditional security interest in the Security Deposit. The Security Deposit is not payment of advance rental, and Resident may not deduct any portion of the Deposit from rental due to Landlord. Resident does not have the right to cancel this Lease and avoid Resident’s obligations thereunder by forfeiting the said Security Deposit. Resident shall be entitled to the return of the balance of the Security Deposit that remains after deduction of all amounts applied by Landlord to cure Resident’s defaults, within thirty (30) days after the Lease termination date, provided, however, that said Premises are returned to Landlord in the condition required in this Lease and that Resident has provided Landlord with the address to which the balance of the Security Deposit should be sent and Resident is not in violation of the Lease Agreement. If Resident fails to pay any amount or perform any of its obligations under this Lease, Landlord will have the right, but not the obligation, to apply all or any part of the Security Deposit to pay the amount due by Resident or to reimburse Landlord for the cost of performing Resident’s obligations, including reimbursement for the cost of repairing any damage to the Premises or replacing any of the articles or equipment in the Premises that may be damaged beyond repair, lost or missing at the termination of this Lease. If Landlord uses or applies any part of the Security Deposit during the Term, then Resident shall immediately pay Landlord all amounts required to restore the Security Deposit to its original amount. If the costs incurred by Landlord to cure Resident’s defaults and the other amounts due to Landlord by Resident exceed the amount of the Security Deposit, Resident will pay all of the excess costs and other amounts to Landlord within ten (10) days of receipt of a bill therefor from Landlord. Resident will incur a Lease Violation fee equal to the amount of all deposits for failure to pay any rent, costs or fees due at time of move out. This obligation of Resident shall survive the expiration, or earlier termination, of this Lease. Notwithstanding any other provisions expressed or implied herein, it is specifically understood and agreed that should Landlord terminate this Lease by reason of a default by Resident, then Landlord will have the right to retain the Security Deposit as part of its liquidated damages for this default as more fully provided in the Defaults & Remedies section below.

USE AND OCCUPANCY OF PREMISES - The Premises shall be used by Resident solely and exclusively as a private residence. The Premises shall be occupied only by the Resident and the other Occupants as listed in Summary of Current Residential Lease Agreement of this Lease. Resident shall not permit any other person to occupy the Premises other than as a temporary visitor present in the Premises for no more than ten (10) days in any thirty (30) day period and no more than two (2) such visiting terms per Lease Term. Resident shall not do or permit to be done any act or thing that would be a nuisance, annoyance, inconvenience, damage or that would create a safety hazard to any other Resident(s) in the Apartment Community.

ANIMALS –No animals, inclusive of visiting animals, are allowed to live in or be harbored on the Premises at any time unless Landlord agrees to each animal in a written Animal Addendum made a part of this Lease. In the event Landlord agrees to allow any animal, Resident agrees to pay a onetime, non-refundable fee, all deposits and/or rentals that are set forth in the Animal Addendum, for each animal that is to be kept and/or harbored in or about the Premises. Violation of these requirements will cause Resident to incur additional deposits and charges of not less than Five Hundred (\$500.00) Dollars per animal. Resident further agrees to abide by all rules and regulations of Landlord concerning animals as they may exist from time to time. In no event shall Resident permit any animal to be brought into the Premises until after Landlord has successfully completed the application process for allowing an animal onto the premises and executed the Animal Addendum and Resident has paid all required deposits and fees for the approved animal. Animal prohibitions, limitations and regulations apply to all mammals, reptiles, birds, fish, rodents and insects. Resident’s failure to comply with these provisions shall constitute an immediate default by Resident under this Lease. Service or support animals required to be present because of a disability of an authorized occupant are not subject to the non-refundable fee or animal deposit, however, Owner must give its written permission PRIOR to bringing such animal on-site. Owner follows all requirements of Fair Housing laws when a disability requires the presence of the animal including as it relates to verification of the disability.

EARLY TERMINATION FEE – Provided that Resident is not then in default under this Lease, Resident may terminate this Lease by delivering to Landlord, no less than one (1) month in advance, (i) a written notice of termination designating the desired termination date, and (ii) an Early Termination Fee equal to two times the amount listed as Net Rent on Summary of Current Residential Lease Agreement, Miscellaneous Fees and Taxes, and all rental payable under this Lease through the designated termination date. The termination date designated by Resident will be the last day of a calendar month and will not be sooner than one (1) month after the date on which the notice of termination was received by management, the Early Termination Fee, and the other rent payable under this Lease through the designated termination date have been received by an authorized agent of the Landlord who has acknowledged this receipt in writing. If Resident terminates the Lease in strict accordance with this Section, Resident must perform all of its obligations under this Lease through the designated termination date, vacate the Premises on the designated termination date, and leave the Premises in the condition in which it is required to leave it upon the termination of this Lease. Resident’s payment of the Early Termination Fee does not relieve it from the obligation to pay the rent and perform its obligations through the designated termination date, and Landlord will retain all of its rights and remedies if Resident does not pay this rent or perform these obligations.

SUBLEASE OR ASSIGNMENT - Resident shall not post any "For Rent" signs on the Premises, assign this Lease, or sublet or grant use or possession of the Premises to any other person, without first obtaining in each instance the written consent of Landlord (which consent Landlord may withhold in its sole and absolute discretion), and then only in accordance with this Lease. Notwithstanding any assignment or subletting or Landlord's consent to any such assignment or subletting or the acceptance of rental from any new occupant or Resident, Resident shall, at all times, remain fully and primarily responsible and liable for the payment of the rental under this Lease and for the performance of all other obligations under this Lease, and Resident shall not be released from such obligations.

DEFAULT & REMEDIES - Each of the following shall constitute a default under this Lease: (i) should the Resident fail to pay any rental or any other charges under this Lease when due, or (ii) should the Premises be abandoned by Resident (it being agreed that an absence of Resident from the Premises for five (5) consecutive days after the rental has become delinquent shall create a conclusive presumption of abandonment), or (iii) should Resident begin to remove furniture or any substantial portion of Resident's personal property from the Premises, or (iv) should voluntary or involuntary bankruptcy proceedings be commenced by or against Resident, or should Resident make an assignment for the benefit of creditors, or (v) should Resident (a) use the Premises for purposes other than for which they are rented; (b) fail to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other Residents in the Apartment Community, such as by committing any felony or misdemeanor or engaging in any criminal activity whether on or off the premises of the Apartment Community, being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, engaging in any unlawful or immoral activities, or (c) fail to abide by the rules and regulations as specified herein, (vi) should an event specifically described as a "default" in this Lease occur, or (vii) should Resident at any time violate any of the other terms and conditions of this Lease and should this violation under this subsection (vii) continue for ten (10) days after Landlord has given Resident notice of this violation. Upon the occurrence of a default by the Resident, the Landlord shall have the option, without notice or putting in default, to immediately terminate this Lease and obtain possession of the Premises without giving Resident notice to vacate, or to proceed one or more times for past due installments of rental and other charges without prejudice to the Landlord's right to proceed later for the remaining installments of the rental and other charges, or to exercise any other remedy afforded to Landlord under applicable Louisiana law (including the right to seek damages, to seek specific performance, and to seek injunctive relief). Upon termination of the right of occupancy for any reason, Resident hereby expressly waives notice to vacate the Premises prior to the institution of eviction proceedings in accordance with La. Code Civ. P. art. 4701, Louisiana Civil Code art. 2713, and all other provisions of Louisiana law. Landlord's remedies hereunder are cumulative and not exclusive. In the event that the Landlord exercises its option to terminate this Lease upon the occurrence of a default by the Resident, the Resident shall nevertheless be and remain obligated to pay any and all rental and other charges due and to perform all other obligations under this Lease through the date of termination of the Lease by Landlord and to vacate the Premises on this termination date, leaving them in the condition in which Resident is required to leave the Premises at the end of the Term. **IN ADDITION, IF LANDLORD TERMINATES THIS LEASE BY REASON OF A DEFAULT BY RESIDENT, LANDLORD WILL BE ENTITLED TO LIQUIDATED DAMAGES FOR THE LOSS OF THE LEASE BARGAIN EQUAL TO THE SUM OF (i) THE AMOUNT OF THE SECURITY DEPOSIT, WHICH LANDLORD WILL BE ENTITLED TO RETAIN, (ii) AN EARLY TERMINATION FEE EQUAL TO TWO TIMES THE TOTAL RENT AS LISTED IN SUMMARY OF CURRENT RESIDENTIAL LEASE AGREEMENT OF THIS LEASE, PLUS (iii) AN AMOUNT EQUAL TO THIRTY (30) DAYS OF THE MONTHLY RENTAL AND OTHER AMOUNTS PROVIDED IN SUMMARY OF CURRENT RESIDENTIAL LEASE AGREEMENT OF THIS LEASE.** In addition, Resident shall pay all costs and expenses incurred by Landlord in enforcing Landlord's rights or Resident's obligations under this Lease, including reasonable attorney fees, collection agency charges incurred by the Landlord, court costs, and related costs and expenses, and, if Landlord terminates this Lease, all costs and expenses incurred by Landlord in re-entering the Premises, repossessing the Premises, putting the Premises in proper repair and re-letting the Premises, including any advertising costs, brokerage fees and other such costs and expenses. Resident agrees that in addition to any fees or costs as contained herein, Resident will incur a fee of not less than \$350.00 each time Landlord must file with the court as a result of lease violation including but not limited to non-payment of rent.

EXCLUSION FROM THE COMMUNITY - To the extent permitted by law, Landlord may exclude visitors, guests or others from the Community whose conduct, in Landlord's judgment, violates the law or the terms of the Lease or Community Policies, is disturbing or harassing to other residents, neighbors, visitors or Landlord's representatives, agents, affiliates and/or employees. To the extent permitted by federal or state laws, Landlord may also exclude any person who refuses to identify him/herself as a resident or a guest of a specific resident of the Community. Resident agrees to notify Landlord if Resident or Occupant is convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property, or if Resident is registered as a sex offender in any state.

RULES & REGULATIONS - Resident acknowledges receipt of a copy of the Resident Handbook and Community Rules and Regulation (Rules and Regulations) which are incorporated into and form a part of this Agreement. Residents are able to utilize the Community Business Center to view the Rules and Regulations. Resident agrees to abide by said Rules and Regulations in all aspects. Landlord may make reasonable changes to the Rules and Regulations upon providing thirty (30) days written notice to Residents and Residents agree to abide by such changes if they are applicable to the Residential Community and do not change the rent. Resident acknowledges that delivery of said changes and/or the URL where the updated Rules and Regulations are posted is sufficient notice. Failure to comply with the Rules and Regulations shall be deemed a violation of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any members of their household, Occupants, or guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Landlord's employees, agents and/or contractors or interfere with Landlord or affiliates business operations. Failure to abide by this policy may result in the imposition of fines, fees and/ or termination of this Agreement. Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Apartment Community, and therefore, will be considered to be a violation of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules and Regulations, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents or occupants giving incorrect or false answers in a rental application; 3) Residents or any occupants being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

NOTICE DELIVERY - (1) Notices to Resident. Resident agrees that all notices to Resident required herein, as well as all amended Rules and Regulations, shall be in writing and shall be deemed to have been duly provided if delivered personally to Resident, posted on the door of Resident's apartment, sent by registered or certified United States mail or other nationally recognized delivery service to Resident, as set forth herein, or sent by electronic transmission to the email address provided by Resident. In the event there are multiple Residents residing in the same apartment, each Resident agrees that the other may sign an acknowledgment of receipt of any notice given by Landlord under this Lease on his or her behalf and that the signature of one Resident shall be binding and effective as to the other Residents residing in the apartment. If the notice and/or amended Rules and Regulations are provided electronically, they may be transmitted by emailing the Resident at the email address designated in writing by Resident. Electronic notice may be provided by email of the actual notice and amended Rules and Regulations, or by email of the URL address where such notices can be read and/or downloaded. Residents may utilize the Business Center to access the URL address if desired. Resident agrees to provide a valid email address and notify in writing of any change in resident's email address.

Notices to Landlord. Except as otherwise provided in this Lease, or in the event of an emergency, such as fire, smoke, gas, explosion, uncontrollable running water, electrical or sewerage issues, any notices by Resident to Landlord must be in writing, signed by Resident, and delivered to the Landlord and acknowledged as received by Landlord or delivered through a service that provides proof of delivery. Notations written on checks paid to Landlord do not satisfy this requirement. Oral notification is insufficient and the Landlord's written notation of an oral request does not constitute a written request from Resident. A request for maintenance or repair by anyone residing in the apartment shall constitute a request from all occupants.

MULTIPLE RESIDENTS OR OCCUPANTS - Residents will be in material breach of this Agreement if any Resident, Occupant or Guest (whether invited or uninvited) violate any of the term of this Agreement or the Rules and Regulations. Residents are jointly, severally, and solitarily liable for all obligations arising under this Agreement whether or not they remain in actual possession of the Leased Premises. Notices or demands from Landlord that are served upon any Resident, Occupant or guest are deemed served upon all Residents.

PARCELS/PACKAGES - Residents are responsible for making arrangements for parcel delivery that does not fit in the provided mail receptacle. This includes parcels from UPS, Federal Express, U.S. Postal Service or other mail and delivery services.

CASUALTY - If the Premises are damaged by fire, flood, water intrusion, wind or other hazard or casualty ("Casualty" and the resulting damage is "Casualty Damage"), Resident shall immediately notify Landlord. If Casualty Damage makes a substantial part of the Premises unusable for Resident's occupancy and cannot be repaired within sixty (60) days, then Landlord or Resident shall have the right to terminate this Lease as of the date of the Casualty, and upon this termination, Resident will immediately vacate the Premises in accordance with this Lease. In addition, if a substantial portion of the Apartment Community has been damaged by the Casualty and Landlord elects to close the entire Apartment Community or the portion of the Apartment Community in which the Premises are located, then Landlord will have the right, at its option, to terminate this Lease, effective as of a date selected by Landlord, and upon this termination, the Resident will immediately vacate the Premises in accordance with this Lease. If Landlord does not terminate this Lease as provided above, then at Landlord's option, this Lease will remain in effect, Resident will vacate the Premises during the period of the repairs, Landlord will repair the Casualty Damage, and rent will abate until the Premises are again usable. This abatement of rent during the period during which the Premises cannot be occupied is Resident's sole remedy for the Casualty Damage, its repair, or any inconvenience caused by reason of the Casualty Damage or its repair, or the requirement that Resident vacate the Premises (Resident hereby waives all rights, claims, and remedies against Landlord and its agents and employees), and Landlord will not be required to provide Resident with replacement housing during the repair period if only part of the Premises are made unusable by the Casualty, but the Premises as a whole can be used, then Landlord will repair the Casualty Damage, and Resident's rent will be reduced in an amount that is proportionate to the portion of the Premises that is unusable until Resident has regained use of the full Premises, but Landlord will not be liable or responsible by reason of the Casualty Damage or any inconvenience caused by it or its repair (and Resident hereby waives all rights, claims, and remedies against Landlord and its employees and agents). In no event will Landlord be obligated to repair or restore any alterations or improvements made by Resident. Notwithstanding anything to the contrary set out in this Lease, Resident shall not be entitled to a reduction of the monthly rental or cancellation of this Lease because of a temporary failure of utilities, heat, air conditioning, or temporary or permanent loss

of an amenity or recreational activity. The terms of this paragraph shall not apply to any loss, damage or destruction resulting from the intentional, unintentional, accidental, or negligent act or omission of Resident, any Occupants, or their guests. In the event of damage resulting from the fault of Resident, any Occupant, or their guests, Landlord may, at its sole option, treat the matter as an event of default and be entitled to invoke all such rights and remedies provided under the "Default & Remedies" section of this Lease, or relocate Resident to a different apartment in the Apartment Community or a comparable apartment community owned or managed by Landlord, in which event this Lease will remain in effect, the "Premises" will be the replacement apartment, and Resident will remain liable to Landlord under this Lease. Resident understands and agrees that if Landlord, in its sole discretion, offers Resident the option to relocate to a different apartment, the rental rate may increase and that by accepting a different apartment, Resident shall be liable for the increased rent for the duration of the Lease. Should Resident reject an offer of a different apartment, Resident will be placed in default of the Lease under the "Default and Remedies" section of this Lease.

ADDITIONS & ALTERATIONS - Resident shall not make any additions or alterations to the Premises, including, without limitation, painting or papering of cabinets and walls, drilling of holes, modification of electrical, plumbing, or other mechanical systems, or alteration of floor coverings, without the written permission of Landlord (Landlord may withhold this permission in its sole discretion), and if Landlord permits any additions or alterations, Resident shall make them in accordance with all conditions and requirements that Landlord may impose in its sole discretion. No water beds or vibrating furniture are permitted. No foil shall be placed in the windows. Resident shall not allow hurricane tape to stay in windows after the danger ceases. Signs or decorations placed on the exterior doors or walls of the apartment or which are viewable from the exterior of the apartment must be in accordance with Community standards and may not contain any matter which could be deemed offensive, obscene, disruptive, or obtrusive. Resident shall not make any alteration, changes or attach device or anything on the exterior of the building or grounds without the written consent of the Landlord.

SMOKE DETECTORS: Landlord will furnish smoke detectors as required by Louisiana law. Landlord will test the smoke detectors and provide working batteries, if applicable, when Resident first takes possession of the Leased Premises. Thereafter, it shall be the obligation and responsibility of Resident to maintain the smoke detectors in good working order, to periodically test the smoke detectors, and to replace any batteries as needed at Resident's expense, unless the law provides otherwise. Resident acknowledges that Landlord may, without prior notice, replace dead or missing batteries at Resident's expense. Resident must immediately report smoke detector malfunctions to Landlord. Neither Resident nor others may tamper with or disable smoke detectors. If Resident damages or disables the smoke detectors, fails to replace any dead or missing batteries, or fails to report malfunctions to Landlord, Resident may be liable to Landlord and others for a fine equal to one month's rent plus any actual damages and for any loss, damage or fines from fire, smoke or water.

LANDLORD'S RIGHT TO ENTER THE PREMISES - Landlord and its employees, agents, and contractors will have the right to enter the Premises from time to time with reasonable notice to Resident (which may be oral), to make repairs and perform other work within the Premises when needed for the maintenance, repair, and preservation of the Premises or other parts of the building. In addition, Landlord and its employees, agents, and contractors shall have the right to enter the Premises from time to time, between the hours of 8:00 a.m. and 5:00 p.m. and upon reasonable prior notice to Resident (which may be oral), to inspect the Premises, supply agreed services, or exhibit the Premises "For Sale" or "For Rent" signs at all times. Resident must allow parties authorized by Landlord to visit the Premises as set out above in view of buying said property, or, during the thirty (30) days before this Lease terminates, in view of renting, and for all of the other purposes set out above. **In the event of an emergency, Resident agrees and understands that advance notice may not be possible and Landlord shall have the right, but not the obligation, to enter the Premises without prior notice, by passkey or forcibly, and without liability. Resident agrees that he/she will cooperate with Landlord and shall not interfere with or impede Landlord's right to enter the Premises.** Landlord reserves the right to videotape or photograph the Premises before, during and after occupancy to document the condition of the Premises.

INCREASE IN TAXES, INSURANCE, UTILITIES - In the event that during the Term of this Lease, or any renewal hereof, should the real estate taxes, insurance or the utility costs (or all) increase above the amount being paid on the Premises at the inception of the Resident's first occupancy of the Leased Premises, the Resident agrees to pay his or her proportionate share of such increase and any successive increases as Additional Rent. Such payment or payments by Resident shall be due monthly as increased rental throughout the remainder of Resident's occupancy. A thirty (30) day notice will be given to Resident before any increase is made.

SEPARATELY METERED UTILITIES - Resident shall maintain all of its utilities and similar services directly with the utility company or other service companies that supply these utilities and services to the general public and shall pay all connection fees, deposits, and charges to this supplier. Resident waives all claims against Landlord and its employees and agents for any lack of or interruption in these utilities and services. Resident agrees to maintain electrical service for the premises during the term of this lease or any renewals thereof and acknowledges that failure to do so shall be a violation. Resident agrees to pay cost incurred by Landlord including an administrative fee as set forth in the current Residential Lease Agreement, for Resident's failure to maintain electrical service throughout the full term and any renewals of the lease.

COMMON UTILITIES - The Common Utilities are not separately metered to the Premises. Landlord will contract with the utility provider for these Common Utilities, and pursuant to this contract, the utility provider will supply Resident with a reasonable amount of these utility services. Resident will give Landlord immediate written notice of any interruption in the services of any Common Utilities and will be liable and responsible to Landlord for all damages caused by Resident's failure to give Landlord this notice. Landlord will not be liable or responsible for an interruption or discontinuance in any of these Common Utilities, except that if this interruption or discontinuance lasts for more than two (2) days after Resident's written notice, if it is caused by necessary repairs or replacements to the portion of the utility service equipment that is not the responsibility of the utility company and that is not within the Premises, if it results from a matter within Landlord's reasonable control, and if it prevents Resident from occupying the Premises, then Resident will be entitled to an abatement of rent from the third (3rd) day after Resident's written notice of this discontinuance, until the earlier of the date on which the repairs that are Landlord's responsibility have been made or the date on which Resident again occupies the Premises, but Resident will not be entitled to terminate this Lease or to any other rent abatement or recovery from Landlord. If Landlord elects to discontinue providing any of the Common Utilities, Landlord will give Resident notice of this discontinuance and will provide and install the appropriate equipment to allow Resident the ability to obtain such service directly from the provider of such utility service. Landlord specifically reserves the right to determine, in its sole discretion, the timing of such discontinuation and the appropriateness of such equipment. In addition to its obligation to pay Landlord for Common Utilities provided directly to the Premises, at Landlord's option, Resident will pay Landlord, on a monthly basis, its proportionate share of the utilities provided by Landlord to the common areas of the Apartment Community, as this proportionate share is reasonably determined by Landlord.

LIABILITY, INDEMNITY, AND WAIVERS - If any employee of Landlord renders any services (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the Premises, package delivery, or any other service) for or at the request of Resident or any Occupant or any of their respective visitors, guests or invitees, for the purpose of such service, such employees shall be deemed the servant of Resident, regardless of whether or not payment is arranged for such service, and Resident shall relieve Landlord and hold Landlord and its employees and agents harmless from any and all liability in connection with such services. The Landlord shall not be liable to Resident or any of the Occupants or to their respective visitors, guests or invitees, or to any other person for any damage to person or property caused by any act, omission or neglect of Resident or caused by any other Resident of the Apartment Community. Resident hereby agrees to reimburse Landlord and its agents and employees for, and to indemnify, defend, and hold harmless Landlord and its agents and employees from and against any and all loss or damage sustained by, costs, expenses, or liability incurred by, and claims or causes of action asserted against, Landlord or any of its agents or employees caused by, arising out of or related to (i) damage to the Premises or the Apartment Community caused by Resident, or any other Occupant, or any of their respective visitors, guests, or invitees; (ii) the use or occupancy of the Premises or any occurrences in the Premises during the term of this Lease, or (iii) damage to or loss of any property located in or about the Premises, whether this property belongs to Resident, any other Occupant, or any of their respective visitors, guests, or invitees; or (iv) any act, negligence, or fault of Resident, any of the other Occupants, or any of their respective visitors, guests, or invitees in the Premises or in any other part of the Apartment Community. Without limiting the generality of the foregoing, Resident will reimburse Landlord promptly, on demand, for the costs of all repairs or service to the Premises or any other part of the Apartment Community caused by the negligence or improper use of the Premises or any other part of the Apartment Community by Resident or any other Occupant, or any of their respective visitors, guests, or invitees, including, but not limited to all damage caused by doors or windows being left open. Resident's reimbursement and indemnification obligations include, but are not limited to, all losses, damages, liabilities, judgments, settlements, penalties, litigation and other costs, and reasonable attorney fees. Resident hereby waives all rights and claims against Landlord and its agents and employees for loss or by leaks in the roof, by bursting of pipes by freezing or otherwise, or any vices or defects of the Premises, or the consequences thereof. Resident will give Landlord prompt written notice, either submitted through the online portal or personally delivered to Landlord for which receipt has been acknowledged by Landlord, of any defects or matters needing repair that Resident discovers in or about the Premises or the Apartment Community, and shall indemnify and hold Landlord harmless for any increase in damage to the Premises or Community, or damage incurred by Resident, any Occupant, their guests, or third parties, resulting from Resident's failure to provide prompt notice of defects. Resident hereby waives all rights and claims against Landlord for any damage or injury to persons or property caused as a result of the use of the swimming pool and other recreational facilities by Resident or any of the Occupants or by their respective visitors, guests or invitees. Resident further waives all rights and claims against Landlord or any of its agents or employees for loss of or damage to personal property placed in or about the Premises or any other part of the Apartment Community by Resident or the other Occupants or by any of their respective visitors, guests, or invitees, by any cause whatsoever, including, but not limited to, any loss of or damage to vehicles, furniture, jewelry and/or clothing, due to theft, vandalism or other criminal act, fire, water, rain, storms, smoke, explosions, bursting or leaking pipes or sprinkler systems, roof leaks, hurricanes.

RENTER'S INSURANCE - As listed in Summary of Current Residential Lease Agreement Renters Insurance, of this Lease. Resident shall, prior to the Commencement Date, obtain and maintain in full force and effect during the Lease Term a policy of renter's insurance, covering, among other things, all of Resident's personal property located on or about the Premises and the Apartment Community and covering Resident's 'indemnification obligations under the paragraph above captioned "LIABILITY, INDEMNITY, AND WAIVERS". Landlord will be an "Additional Certificate Holder" or "Additional Interested Party" with respect to the liability coverage provided by this policy. From time to time, on request by Landlord, Resident will provide Landlord with a certificate of insurance showing that this insurance is in effect.

RESIDENT INFORMATION – Resident agrees to provide Landlord with current contact information including a current email address. If Resident has supplied information to Landlord by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading in any material respect, Resident shall have committed a default under this Lease and Landlord may exercise its default remedies set out in this Lease. If the Apartment Community is a tax-exempt bond-financed property, Resident hereby certifies the accuracy of the statements made in the Certification of Resident Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate shall be deemed substantial and material obligations of Resident's tenancy; that Resident will comply promptly with all requests for information with respect thereto from Landlord or any holder of a mortgage on the property in which the Premises are located; that Resident's damage caused failure to provide accurate information in the Certificate or Resident's refusal to comply with a request for information with respect thereto shall be deemed a default by Resident; and that Resident's failure to furnish accurate and current information on the Certificate could subject Resident to civil liability. In the event all or any part of the Apartment Community has been financed under a tax-exempt bond issue of any Louisiana Agency, Resident hereby acknowledges and agrees that the Landlord is not an agent of the Agency. Landlord will have the right, at its option, to terminate this Lease, effective immediately, if Landlord learns that continuation of Resident's occupancy will result in the interest of any tax-exempt bonds utilized to finance the construction of the Apartment Community becoming subject to federal income taxation, or in a violation of the state statute permitting the issuance of such bonds. Resident agrees that Landlord may share Resident information with business affiliates and as required by federal, state or local law. Resident hereby expressly permits Landlord to provide Resident's name and apartment number to the United States Postal Service.

RESIDENT'S OBLIGATIONS ON TERMINATION - On or before the termination date of this Lease, Resident shall vacate the Premises, leaving them clean and free from trash, and in as good condition as they were on the Commencement Date, subject only to normal wear and tear, and Resident shall deliver all keys to Landlord. If Resident fails to completely vacate the Premises on or prior to the termination date without the written permission of Landlord, Resident shall be liable (in addition to all other damages provided for under the Lease or Louisiana law) for liquidated damages equal to three (3) times the daily rental (based on a proration of the monthly rental) provided for in this Lease for each day Resident so continues in possession of the Premises. However, neither the assessment nor the payment of these liquidated damages will prevent Landlord from having Resident evicted from the Premises. Until Resident returns all keys, Landlord will have the right, at its option, to consider Resident to be holding over and to be liable for these hold over damages. If Resident does not deliver the Premises to Landlord in the required condition, Resident will pay Landlord the cleaning charges set forth on the Summary of Current Residential Lease Agreement of this Lease. In addition, if there is any damage whatsoever to the Premises, normal wear and tear excepted, caused by Resident, any of the Occupants set out on Summary of Current Residential Lease Agreement of this Lease or any of their respective guests, invitees or agents, Resident agrees to pay Landlord when billed the full amount necessary to repair or replace the damaged Premises. If Resident leaves any property in the Premises at the end of the term of this Lease, then this property shall be deemed to have been abandoned by Resident and, at Landlord's option and without any liability or obligation to Resident for damage to or loss of this property, Landlord (i) may dispose of this property at Resident's expense or (ii) have this property seized and sold by the sheriff as permitted by law at Resident's expense. Resident's obligations under this paragraph shall survive the expiration, or earlier termination, of this Lease. Resident hereby waives all notice to vacate under Louisiana Code of Civil Procedure article 4701 or otherwise.

MOVE-OUT PROCEDURES - An inspection of the condition of the Premises shall be made in accordance with the Rules and Regulations after all of the personal effects of Resident have been removed. Resident shall have the right and is encouraged to accompany Landlord during said inspection to help resolve problems that may arise. Failure of Resident to do so shall constitute a concurrence by Resident in Landlord's assessment of charges for damages or cleaning. Failure of Resident to schedule and attend the move out inspection shall constitute a concurrence by Resident in Landlord's assessment of charges for damages or cleaning. (Premises are considered occupied and rent is owed by Resident to Landlord through the date all apartment keys are acknowledged as received by Landlord or until such time as legal possession is returned to Landlord, whichever is later).

MILITARY PERSONNEL RELEASE - The Service members Civil Relief Act ("SCRA") provides relief to U.S. service members entered into certain real property leases. Residents eligible for protection under the SCRA include: 1) Active duty service members who receive military orders for a permanent change of station or deployment orders; 2) Residents entering active duty service for the first time; and 3) Activated Reservists and National Guardsmen, when serving in federal active duty. The SCRA allows for early termination in the following instances: a) the service member entered into the lease before active military service; b) the service member entered into the lease while on active duty and then received permanent change of station orders; or c) the service member entered into the lease while on active duty and then received orders to deploy in support of a military operation in excess of ninety (90) days. Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Landlord; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident. Residents who are Military Personnel also covenant that they do NOT have a pending request or application for government-supplied quarters.

PHOTOGRAPH RELEASE - Resident gives permission to Landlord to use any photograph or photographic image including video or video stills taken of Resident while in the common areas of the Residential Community or at any events sponsored by the Residential Community. Residents hereby grant Landlord, and any of Landlord's affiliates, successors or anyone else authorized by Landlord, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Residents' image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Residents also consent to the use of any printed matter in conjunction therewith. Residents hereby waive any right 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. Residents hereby release, discharge, and agree to hold harmless Landlord and any of Landlord's affiliates, successors or anyone else authorized by Landlord, for all claims and demands arising out of or in connection with the use of the images taken of Residents, including without limitation any and all claims for libel, false light or invasion of privacy.

BEDBUGS - Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Landlord of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of the Residents taking possession of the Leased Premises. Absent this timely notice to Landlord, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

FIRE EXTINGUISHERS - Resident hereby agrees that Landlord has furnished a fully charged fire extinguisher in the Premises. Resident acknowledges receipt of the fire extinguisher and accepts responsibility for proper use and upkeep of the extinguisher. Resident further agrees that in the event of loss of pressure, either by usage or lapse of time, Resident will bring the extinguisher to the management office for replacement at NO CHARGE to Resident. In the event fire extinguisher is not returned upon move out in a fully charged condition, Resident agrees to pay Landlord the then current rate for the recharge or replacement of the fire extinguisher.

LIENS OR SALES - This Lease, whether or not notice of it is recorded as permitted in the "Recordation" section of this Lease, shall be junior and subordinate to any mortgage that currently encumbers the Apartment Community or that may later be placed by the Landlord on the Apartment Community. Notwithstanding this automatic subordination, in the event that all or any part of the Apartment Community has been or is to be financed, Resident, on request, will execute an express subordination of its rights, title and interest in the Premises and any fixtures and equipment affixed thereto (other than those belonging to Resident), to the rights and interest of said the lender and its 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 as if this Lease was by and between Resident, as Resident, and such purchaser, as Landlord. Any sale of the Apartment Community or any part thereof shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale, Landlord shall be released from all obligations hereunder and Resident shall look solely to the then owner of the Apartment Community for the performance of the duties of Landlord hereunder from and after the date of such sale. Notwithstanding anything to the contrary in this Lease, the liability of the Landlord shall not exceed the Landlord's equity interest in the Apartment Community.

SECURITY - Police protection is the function of local parish or municipal law enforcement authorities. Landlord cannot be and is not responsible for Resident's personal safety, or the contents of Resident's Premises or automobile or any other personal property that Resident or the other Occupants or their respective guests, visitors, or invitees. Any guards or patrols seen on the Apartment Community have been employed to patrol Landlord's rental offices and physical plant only. Any guard patrols are not for Resident's personal protection. Resident acknowledges that Landlord may utilize audio/visual equipment in all areas of the Community (with the exception of inside the Leased Premises or public restrooms) and any such equipment is for the sole benefit of Landlord. Resident agrees not to rely on any such electronic equipment, and acknowledges that Landlord may utilize said equipment in its discretion and has no duty or obligation to provide audio/visual equipment surveillance at any given time. Resident hereby acknowledges and agrees that Landlord is not assuming any duty to protect Resident or others by the use of said equipment. Resident further acknowledges and agrees that Resident's personal safety and security and the personal safety and security of others in the Premises, including Occupants or guests, are Resident's responsibility, Resident hereby agreeing to take all reasonable steps needed to protect the personal property and persons of any Occupants and guests of Resident or any Occupant while present in the Apartment Community.

RECORDATION - Resident shall not record this Lease. However, Landlord will sign a Notice of Lease in accordance with La. R.S. Section 44:104 for recordation by Resident at Resident's request and at Resident's expense, provided that simultaneously with its request that Landlord execute this Notice of Lease, Resident (i) provides Landlord with an undated notice that this Lease has terminated, signed by Resident and in a form acceptable to Landlord, and (ii) pays Landlord a fee equal to the cost to Landlord of reviewing and processing the Notice of Lease and termination notice, plus the cost of recording the Lease termination notice upon the expiration or sooner termination of this Lease. Upon the expiration or sooner termination of this Lease, Landlord will have the unrestricted right, without any notice to or consent of Resident, to file Resident's executed notice that this Lease has terminated.

MOLD DISCLOSURE - Resident acknowledges that the Landlord and/or its real estate agent or agent has directed Resident to the mold informational pamphlets maintained on the United States Environmental Protection Agency (EPA) website at <http://www.epa.gov/iaq/molds/index.html>.

MEGAN'S LAW DISCLAIMER AND NOTICE - Neither Landlord nor its real estate agent or agent has made any investigation or inquiry under the Megan's Law (Sex Offender Registration Law), and Resident agrees to make such inquiry or investigation as you deem necessary. By the acceptance of this Lease, Resident releases Landlord and its property manager and real estate agent from any obligation or responsibility to obtain or to disclose such information to you. The Louisiana Bureau of Criminal Identification and Information maintains a state Sex Offender and Child Predator Registry. It is a public access database of the locations of individuals who are required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's departments and police departments serving jurisdictions of 450,000 also maintain such information. The state Sex Offender and Child Predator Registry database can be accessed at www.lsp.org/socpr/default.html and contains address, pictures, and conviction records for registered offenders. The database can be searched by zip code, city, parish, or by offender name. Information is also available by phone at 1-800-858-0551 or 1-225-925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA, 70896. You may also e-mail State Services at SOCPR@dps.state.la.us for more information.

LEAD BASED PAINT - If the Property was constructed before 1978, Resident is aware that the premises may contain lead-based paint, asbestos, or other toxins, which may cause serious injury or death if consumed or ingested into the human body, and Resident acknowledges that the "Protect Your Family From Lead In Your Home" pamphlet has been called to their attention with respect to notice and information of lead-based paint. Having knowledge of these facts, Resident will maintain the premises in a reasonable safe condition and will report to Landlord any condition which may lead to damage or injury because of lead, asbestos, or other toxins. Resident further assumes the use and occupancy of the Premises at its own risk and hereby releases Landlord and its manager from any claims relating to or sustained as a consequence thereof.

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 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 might be possible and be legal, valid and enforceable, and such illegality, invalidity or unenforceability shall not affect any other provision hereof.

NO ORAL AGREEMENTS - No oral agreements have been entered into with respect to this Lease. Landlord and Resident agree that this document and any addenda comprise the full intent of all previous and prior agreements and that this agreement cannot be modified except in writing signed by Resident and an authorized representative of Landlord.

COUNTERPARTS & ELECTRONIC SIGNATURES - This Lease may be executed in one or more counterparts, and in that event, all counterparts together constitute a single Lease. The parties agree to accept facsimile, electronic or scanned signatures as originals. A party supplying a facsimile, electronic or scanned signature shall supply the original signature upon request. When this lease is signed by Landlord or Resident, Landlord or Resident may deliver this lease to the other party via electronic facsimile (fax) or other electronic means. Facsimile or electronic signatures will be as valid and binding upon the parties as are original ink signatures. If a party (referred to in the remainder of this paragraph as the "Sender", whether Landlord or Resident) who receives a signed lease from the other (whether the signed lease is an original document or an electronic facsimile) signs this lease and returns via fax or other electronic means only the signature page of this Lease to the other party (referred to in the remainder of this paragraph as the "Receiver"), then the sending of the page will constitute a declaration by the Sender that this Lease has been signed in the form and content received by the Sender without modification unless the Sender simultaneously notifies the Receiver that the Sender has made revisions to this Lease and sends the revised pages or letter describing the revisions along with the signature page. The facsimile or electronic signature will not be binding upon the parties if the Receiver notifies the Sender that the Receiver rejects any part of or all of the revisions made to this Lease by the Sender.

NO WAIVER CLAUSE - The failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

JOINTLY & SEVERALLY BOUND - If more than one person signs this Lease as Resident, then each person signing as Resident shall be individually bound, solitarily and primarily, for the full payment and performance of all of Resident's obligations under this Lease.

MISCELLANEOUS - It is understood that the terms "Landlord" and "Resident" as used in this Lease, have the same meaning and shall include the plural and shall apply to persons, both male and female. Each Resident states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be in the State of Louisiana, and this Lease shall be governed by and construed in accordance with Louisiana law. Time is of the essence in this Lease.

FAIR HOUSING COMPLIANT - This community is compliant with all Fair Housing Laws and does not discriminate based on a person's national origin, race, color, religion, disability, sex, familial status or other legally protected class.

ADDITIONAL AGREEMENTS - Resident expressly acknowledges the terms provided in the Summary of Current Residential Lease Agreement and all addendum attached hereto and made a part hereof by reference thereto.

Landlord and Resident agree that this document and any addenda comprise the full intent of all previous and prior agreements and that this agreement cannot be modified except in writing signed by Resident and an authorized representative of Landlord.

Each Party hereby acknowledges that it has had reasonable opportunity to consult with its own counsel regarding the Agreement, and that each fully understands all of the terms and provisions hereof and its rights and obligations hereunder.

THIS IS A LEGALLY BINDING DOCUMENT