

LEASE
The Collegian
1810 Alder Street
Eugene, OR 97401-4404
Phone: #541-343-1255 Fax #541-343-0903
Basic Lease Information Sheet (BLIS)
2010 - 2011

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| I M P O R T A N T D E T A I L S | | Page |
|--|---|-------|
| Date of Lease (Date Approved by Owner) | | 2 |
| Resident: | | 2 |
| Permanent Address: | | 2 |
| City, State, Zip | | 2 |
| Cell Phone: | | 2 |
| Co-Signer: | | 2 |
| Phones: | (H) (W) (C) | 2 |
| Address: | Same as Permanent Address above | 2 |
| City, State, Zip | Same as Permanent Address above | 2 |
| Room Number/Room Rent | Rm # (AY) \$ /Qtr | 2 |
| CPI Ratio Adjustment Amount | 107% | 3 |
| Lease Commencement Date, Move-in Day | September 24, 2010 | 2, 14 |
| Lease Termination Date | June 12, 2011 | 2, 14 |
| Parking Rent | Sum Qtr \$150 AY per Qtr \$350 | 2 |
| Summer Quarter Rent is Due | N/A | 2 |
| Summer Quarter "Room Hold" Rent is due | N/A | 2 |
| Fall Quarter Rent is Due | September 6, 2010 | 2 |
| Winter Quarter Rent is Due | December 13, 2010 | 2 |
| Spring Quarter Rent is Due | March 7, 2011 | 2 |
| Academic Achievement Scholarships | 5% per quarter | 2 |
| Full Payment Discount | 2% (not applicable to Summer Quarter) | 2 |
| Late Charge | \$300.00 | 2 |
| Dishonored Check Charge | \$35.00 | 2 |
| Security Deposit for 100 level room | \$600.00 (\$150.00 non-refundable) | 3 |
| Security Deposit for 200 level room | \$700.00 (\$200.00 non-refundable) | 3 |
| Security Deposit for 200 level shared room | \$600.00 per roommate (\$150 per person non-refundable) | 3 |
| Winter Break/Vacation Begins | December 11, 2010 | 3 |
| Winter Break/Vacation Ends | December 31, 2010 | 3 |
| AY Meal Service begins with brunch on | September 26, 2010 | 3 |
| AY Meal Service ends after lunch on | June 10, 2011 | 3 |
| Summer Quarter Meals begin w/breakfast | N/A | 4 |
| Summer Quarter Meals ends w/dinner | N/A | 4 |
| Lost Key Charge | \$5.00 | 5 |
| Re-key building | \$400.00 | 5 |
| Rate for Winter Break for 100 level room | \$370.00 | 6 |
| Rate for Winter Break for 200 level room | \$425.00 | 6 |
| Nightly fee for 100 level room | \$25.00 | 6 |
| Nightly fee for 200 level room | \$32.00 | 6 |
| Meal charge in excess of 2 Guests and 1 Co-Signer per Quarter: | Breakfast \$6.00; Lunch \$8.00; Dinner \$10.00 | 10 |
| Buy Out rate per day for 100-level room | \$23.00 | 14 |
| Buy Out rate per day for 200-level room | \$30.00 | 14 |
| Buy Out rate per day for 200-level shared room | \$20.00 per roommate | 14 |
| Illegal Substance Tolerance | NONE | 9 |
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This Lease, entered into on the Date of Lease written on the Basic Lease Information Sheet (BLIS) by and between 621 Company dba The Collegian (TC), Owner, and the Person(s) named in the BLIS, Resident, shall include the following: a Code of Conduct; Illegal Substances, Alcohol and Weapons Policy; House Rules; Violation Policy; and Termination of Lease Policy.

Owner does hereby lease to Resident named in the BLIS, for use of this Resident only, except when a 200 level room is leased to roommates, and solely as a residence, the Room stated in the BLIS, including its balcony, (the Premises) of The Collegian, 1810 Alder St., Eugene, OR 97401, under the following conditions:

Length of Lease, Rates, Move-in Date, Scholarships, Discounts and Payments

The Premises are leased commencing and terminating on dates described on the BLIS. Room Rent shall be as stated in the BLIS. Room Rent and Parking Rent, if applicable, shall be due in the amount and on dates stated in the BLIS. Move-in day shall be on the date the Lease commences.

Academic Achievement Scholarships

During the Academic Year (AY) Fall, Winter, Spring Quarters, a Resident may qualify each Quarter for an Academic Achievement Scholarship in the amount of 5% of his/her quarterly room rent, if he/she is:

- a current full-time college student (minimum full-time study load of 12 credits) and receives a GPA of 3.25 or higher in his/her prior Quarter, excluding Summer Quarter (A copy of transcripts must be provided).
- an incoming Freshman who has a cumulative high school GPA of 3.35 or higher (A copy of transcripts must be provided).

Providing Resident is in compliance with all other terms of this Lease, the Academic Achievement Scholarship will be sent to a Qualifying Resident's Co-Signer following receipt by The Collegian of the Resident's official transcript. The transcript must be submitted or postmarked within 1 month of end of quarter to receive the Scholarship.

Full Payment Discount

A 2% discount will be applied if payment for the entire AY is made prior to move-in. No discount shall be allowed for Summer Quarter.

Payments

Payment may be made together with Resident's submitting the signed Lease or at any time prior to the date specified on the BLIS **

Payments other than those given to Manager shall be mailed to:

The Collegian
1309 – 114th Avenue SE
Suite 107
Bellevue, WA 98004

**Financial Aid Recipients please contact The Collegian administrative office.

Studio-plex Double Occupancy (SPDO).

In the event a roommate of a SPDO vacates, the remaining Resident shall pay rent for that Studio-plex as if it were occupied by a single resident. All other terms and conditions of the remaining Resident's lease shall remain the same.

Other Charges

If rent is not received or postmarked by the fifth (5th) day following the date on which it is due, Resident shall pay a late charge described on the BLIS as a flat fee.

Any dishonored check shall be subject to the Late Charge plus a Dishonored Check Charge as described on the BLIS and must be made good by money order, cashier's, or certified check within 24 hours of notification. Following the receipt of one dishonored check, all subsequent payments must be made by money order, cashier's, or certified check.

LEASE

The Collegian

In the event that energy rates and other utilities' rates for The Collegian property increase more than 10% above those existing at start of Lease, Owner reserves the right to pass through, as additional rent, part or all of such increase to Resident, pro rata, based on Premises' floor area.

CPI Adjustment

Should the ratio of (A) the most recently published Consumer Price Index (CPI) as of the start date of any AY Quarter to (B) the CPI most recently published prior to the date of this Lease exceed the ratio amount stated on the BLIS, Owner shall have the right to increase the Rent stated in the BLIS for that AY Quarter by the ratio of (A) to (B). The CPI referred to above shall be the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, US City Average, Seasonally Adjusted and shall be determined as follows:

Custom Studio Room

72.0% of the "Housing at school excluding board" component shall be added to 28.0% of the "Food away from home full service meals and snacks" component.

Studio-Plex Room (Single)

78.3% of the "Housing at school excluding board" component shall be added 21.7% of the "Food away from home full service meals and snacks" component.

Studio-Plex Room (Double per Occupant)

68.9% of the "Housing at school excluding board" component shall be added 31.1% of the "Food away from home full service meals and snacks" component.

If as of the start date of any AY Quarter, the Consumer Price Index does not have the format recited in this Section; Owner shall substitute any such official index as may be published by the Bureau of Labor Statistics or any successor equivalent thereto.

Garage Parking

Should Resident choose to rent a parking space, Owner shall provide parking for one operational, currently licensed vehicle owned by Resident or a member of Resident's family. Rent per Quarter shall be as described on the BLIS.

Notices

Any required notice, including Lease violation notices, shall be deemed served on the day it is both mailed by first class mail to Resident at the Premises and also attached securely to the entrance door of Resident's room or slipped under Resident's door.

Security Deposit and Non-Refundable Fee

Owner acknowledges receipt of a security deposit detailed on the BLIS of which Owner may claim all or part thereof to remedy Resident's defaults in the performance of this Lease including Termination of Lease. If Lease is terminated for any reason, Owner will retain full security deposit, none of which may be applied towards rent.

Owner may recover costs, if any, in excess of the security deposit, to repair damages to Resident's Premises or caused by Resident elsewhere on TC property. Upon move-out and/or upon room transfer, there shall be deducted from the security deposit a non-refundable fee in the amount detailed in the BLIS plus costs to repair damages, if any, as described above.

Provided by Owner

Owner shall provide:

- a) 19 meals per week beginning and ending as detailed on the BLIS. Breakfast, lunch, and dinner will be served on weekdays. Brunch and dinner will be served on weekends. No meals will be served during the following school vacations:

LEASE

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| Thanksgiving | After lunch the Wednesday before Thanksgiving and before dinner the last Sunday of Thanksgiving break |
| Winter Break | After lunch the Friday before Winter Break and before dinner the last Sunday of Winter Break |
| Spring Break | After lunch the Friday before Spring Break and before dinner the last Sunday of Spring Break |

- b) During the Summer Quarter, breakfast and dinner Monday through Friday, beginning and ending as detailed on the BLIS.
- c) The Premises described on the BLIS of this Lease, furnished as described on the "Condition of Room and Contents Form," in good condition,
- d) all electricity, water, sewer and garbage service, provided Resident shall not use utilities in a wasteful manner,
- e) cable internet access,
- f) monthly room cleaning, if desired, or as required per Lease Section "i)" below.

Resident Responsibilities

Resident shall:

- a) not do, permit or allow any acts to be done within the Premises or elsewhere upon The Collegian property and immediately adjacent areas which violate any city, state, or federal law, rule or regulation;
- b) abide by The Collegian's Code of Conduct; Illegal Substances, Alcohol and Weapons Policy; House Rules; Violation Policy; and Termination of Lease Policy which are attached hereto and incorporated herein, and which Policies Owner may modify from time to time;
- c) pay promptly for any fees which may be imposed for damage, misconduct, or violation of the Lease;
- d) assume all liability for, and hold Owner harmless from, all damages and all costs and fees in the defense thereof, caused by Resident or Resident's guests in or upon the Premises or elsewhere upon The Collegian property, and be responsible for any damage or breakage to Resident's or Resident's guest's personal property therein or thereon not caused by Owner's misconduct or willful neglect;
- e) not permit a guest to remain anywhere on The Collegian's property without Resident's being present;
- f) pay promptly for any wasteful use of utilities;
- g) notify Owner not later than the first day of absence of any anticipated absence from the Premises in excess of seven (7) continuous days except for the duration of scheduled University of Oregon vacations;
- h) not sublet the Premises, nor any part thereof, nor assign this Lease without Owner's prior written consent;
- i) keep the premises and other areas of The Collegian under his/her control clean, sanitary, and free from accumulation of debris, filth, garbage, and mold, and dispose of these in a proper manner.
- j) use The Collegian's room cleaning service should Owner determine that Resident has violated Lease provision "i)" above or subsequent provision "j)."
- k) pay for "excessive" cleaning by Collegian staff if Resident has violated Lease provisions "i)" or "j)";
- l) acknowledge that, at the commencement of Resident's occupancy of the Premises, Resident has inspected the Premises and has found the premises to be free of mold, mold odor, and any mold-related conditions that may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors upon the Premises or discoloration or staining in the sheetrock or any wood of the Premises, at any time during Resident's occupancy of the Premises, Resident shall immediately provide written notice to Owner of any such condition, including reporting any operational difficulties involving the bathroom fan, toilet, sink(s), drain, pipes, shower, sliding glass door and windows. Resident acknowledges that it is Resident's responsibility to assist Owner in preventing excessive moisture build-up and mold growth. Resident acknowledges that i) excessive moisture can collect from a wide variety of sources, ii) moisture build-up in carpets and crevices can result from plant watering, shower, bathtub and washing machine overflows or leaks, cooking spills or urine, iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface, and iv) he/she has not in the past and does not currently suffer from any mold-related illnesses. Resident shall be responsible for: i) promptly reporting to Owner any signs of water leaks, water infiltration, standing water, condensation on surfaces, high humidity, musty smells or

LEASE

The Collegian

any signs of mold and any air conditioning or heating problems, ii) keeping all areas of the Premises clean and free of water accumulation, removing visible moisture accumulation on window, walls, floors, counters, ceilings, fixtures and other surfaces, iii) being attentive to washing machine and refrigerator/freezer leaks, overflows or spills, and iv) maintaining proper ventilation of the Premises including preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Premises through proper operation of the air conditioning, heating systems and plumbing fixtures. To the extent permitted by applicable law, Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain the Premises in accordance with this provision.

- m) immediately report to Collegian staff any of the following: maintenance requests, odor (including "rotten egg" smell), vermin, other disruptive or bothersome residents, or other concern. Only persons with first-hand knowledge (not hearsay) of the issue should make the report.
- l) pay such amounts stated in the BLIS to a) replace each lost key during tenancy or for each missing key at check-out and b) to re-key the building if the front door key is lost or given to a non-Resident.

Attorney's Fees

In the event that any action is brought to collect rents or to enforce any provision of this Lease or to repossess the Premises, reasonable attorney fees may be awarded to the prevailing party in such action, together with costs and necessary disbursements. On appeal, if any, similar reasonable attorney fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal.

Arbitration

Either Owner or Resident shall have the right to require binding arbitration to resolve any dispute that may arise under this Agreement. Owner shall have the right to choose the location where arbitration shall take place. Arbitration shall be done by American Arbitration Association (AAA) or its recognized successor, using only one arbitrator who shall be selected by AAA according to the nature of the dispute. The format shall be "baseball arbitration", that is the arbitrator may only award relief as requested by one of the parties, depending upon which party has the more reasonable argument and proposal for relief in the sole discretion of the arbitrator. Expedited AAA procedures shall apply. Within thirty (30) days after one party in writing notifies the other of its election to require said arbitration, each party shall provide the other its written argument and proposed relief, maximum twenty (20) pages, sized 8 1/2" by 11", standard size print. Unless the parties shall resolve their dispute within sixty (60) calendar days following their exchange of written arguments and proposed relief, these identical, written arguments and proposals for relief shall be submitted to the AAA for a decision. The decision shall be based only upon the content of the written material so submitted and nothing else. All fees payable to AAA shall be paid by the party who is not favored by the arbitrator's award. When words are used which have legal implications such as "reasonable" or "negligent", such legal implications shall be ignored and only the meaning of the words in common usage shall be considered. The arbitrator's decision shall become part of the subject agreement and may be entered in any court of competent jurisdiction. Parties shall retain all rights under law

Inspections

An inspection of the Premises shall be conducted and a "Condition of Room and Contents Form" including an inventory of personal property provided by Owner for Resident's use on the Premises shall be completed at commencement of tenancy. Defects, if any, including cleanliness of such personal property or the Premises, shall be noted. If personal property provided by Owner is returned by Resident during tenancy, it is Resident's responsibility to ensure that the inventory is adjusted. Another inspection shall be conducted at the termination of tenancy. Upon check-out, resident shall pay for any items missing or damaged which were recorded at check in on the "Condition of Room and Contents Form." Any damage to the Premises or said personal property, including failure to leave clean, beyond ordinary wear and tear from careful usage, must be promptly paid for by Resident or will be deducted from security deposit.

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Owner may conduct inspections to assure Premises is being properly maintained. If Resident prefers to be present during these inspections, arrangements may be made in advance. If the Premises is not satisfactorily clean, The Collegian staff will request that resident signs up for complimentary room cleaning. A resident's failure to maintain his/her room in a sanitary condition is a violation of the Lease.

Resident explicitly grants Owner permission to enter the Premises at any time in the case of an emergency or a suspected emergency, and otherwise at reasonable times after making reasonable attempt to provide notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Resident with this Lease. Owner's right to inspect may include but is not limited to:

1. Urgent maintenance to the property
2. Violation or suspected violation of "Alcohol, Illegal Substances and Weapons Policy"
3. Criminal activity or suspected criminal activity
4. Permission of Co-Signer

Vacation/Break/Daily Fee

Resident may stay at The Collegian during breaks/vacations, or beyond the lease dates based upon availability. Rent payments do not include the time period starting 5:00 PM on the evening Winter Break begins and ending at noon on the day Winter Break ends per the BLIS. During that time period the building will be available only upon prior request made by Resident. Resident should contact Manager by the December 1st immediately preceding the start of the Winter Break to request occupancy during Winter Break. Rates for Winter Break are detailed on the BLIS.

If Resident stays after the second night of the stated vacation/lease period or beyond, a Nightly Fee as described on the BLIS will be charged. If Resident stays the night before the day of vacation/lease period ends or before, a nightly fee will be charged. Resident will be charged the nightly rate as stated in the BLIS. In order to avoid the nightly fee, Resident must vacate the Premises by 5:00 PM the evening the lease expires or vacation begins.

Miscellaneous

If any one of the provisions of this Lease (including the Code of Conduct; Illegal Substances, Alcohol and Weapons Policy; House Rules; Violation Policy; and Termination of Lease Policy) is ever found to be unlawful for any reason, or waived by Owner, or by Resident with concurrence by Owner, the remaining portions of this Lease shall remain in full effect.

The term "Owner" as used herein shall mean the Owner or Owners of The Collegian, managers, staff, employees, agents, representatives, and others acting at the direction of the Owner. Owner shall have the right to assign its rights and obligations under this Lease.

All Other Charges and payments due or payable under this Lease shall be construed to be rent.

Because Co-Signer is financially responsible for Resident's Lease, including its attached Policies, EACH TIME Resident violates any condition contained in this Lease, Owner shall have the right, but not the obligation, to notify Resident's Co-Signer in order to make Co-Signer aware of a possible Termination of Lease by Owner. Co-Signer(s) may be given a copy of the Violation Notice and may be contacted in person.

This Lease contains the entire understanding and agreement between Owner and Resident, all prior agreements between the parties, whether written or oral, being merged herein and to be of no further force and effect. This Lease may not be changed, amended or modified except by a writing properly executed by both Owner, Resident, and Co-signer(s), this Lease shall be governed by and interpreted under the laws of the State of Oregon.

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In witness whereof, the parties hereto have signed this Lease.

Owner: The Collegian

Date

Resident Signature

Date

Co-Signer Signature

Date

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Code of Conduct

It is understood and agreed that Resident is in favor of doing his/her part in creating a pleasant, lawful student living facility which enhances scholastic success. Any activity that conflicts with the achievement of this goal, including but not limited to violation of the "Alcohol, Illegal Substances and Weapons Policy," or the "House Rules," shall constitute a violation of this Code.

Interaction with Residents and staff should always be marked with respect. Requests should be made politely. Swearing, yelling, etc. is not tolerated.

Disorderly Conduct, Harassment, Discrimination

Any action or situation which involves physical or mental abuse, harassment, intimidation, hazing, pranks, or other conduct that recklessly endangers the health, safety, or welfare of any person on the Premises or elsewhere upon The Collegian property is prohibited. Staff, Residents, and guests must be treated respectfully at all times.

Discrimination is treating an individual differently or unfairly because of her/his sex, marital status, sexual preference, color, ethnic origin, religion, age, or disability. Residents and staff must be committed to maintaining an environment that is free from discrimination, harassment, exploitation, and intimidation. Any behavior, be it a single incident or repeated, which leads a Resident or staff member to feel less able to live or work comfortably at The Collegian, or which affects the dignity of any Resident or staff member is not permitted. Unacceptable harassment/discrimination includes but is not limited to:

- Physical contact such as touching, patting, gestures, intimidating, or aggressive behavior;
- Verbal unwelcome remarks, suggestions, propositions, malicious gossip, insults, jokes and banter, racist comments and jokes;
- Non-verbal offensive literature, racist literature, pictures, graffiti and computer images; being excluded from activities.

By signing below, I affirm that I have read and understand the Code of Conduct Policy at The Collegian. I agree that these policies are reasonable, and if I do not follow them, I may be subject to related Policies regarding violations.

Resident Signature

Date

By signing below, I affirm that I have read and understand the Code of Conduct Policy at The Collegian. I agree that these policies are reasonable and if they are not followed, the Resident for whom I am co-signing may be subject to related Policies regarding violations.

Co-Signer Signature

Date

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Alcohol, Illegal Substances and Weapons Policy

Alcohol

- Possessing and consuming alcoholic beverages is prohibited in public areas of The Collegian property. Residents or guests 21 years of age or older may consume alcohol in the privacy of their own or fellow resident's premises with the doors closed. Persons under the age of 21 are prohibited from displaying or possessing alcoholic beverage containers or consuming alcoholic beverages anywhere on The Collegian property.
- Moderation is the key concept to exercise regarding consumption of alcoholic beverages. If use of alcohol is abusive or causes a Resident to behave in an inappropriate manner, that Resident's Lease may be terminated. Possession or use of rapid consumption devices such as "beer bong" is prohibited. If found, they will be confiscated and destroyed.

Illegal Substances

Illegal use, possession, or furnishing of controlled substances within the Premises or elsewhere upon The Collegian property is prohibited. Resident may not share, sell, or buy prescription medication or consume prescription medication which has not been prescribed by a currently licensed medical practitioner specifically for him/her. Possession or use of drug paraphernalia is also prohibited within the Premises or elsewhere upon The Collegian property. "Drug paraphernalia" includes bong, hookahs, pipes and/or any devices that may be used to facilitate the use of illegal drugs. Any paraphernalia found will be confiscated and destroyed.

Resident may not allow others to use, possess, furnish, sell, or buy illegal drugs within the Premises or elsewhere upon The Collegian property. If illegal drug use is occurring within the Premises, the Resident who has leased the Premises in which use has occurred will be held responsible no matter who was actually using. All Residents present in the room when the violation occurs will be named in the Violation Notice, and their Co-Signers will receive a copy of the Violation.

If drug paraphernalia is visible anywhere on The Collegian property to any Resident, that Resident must notify The Collegian Management immediately. The paraphernalia will be confiscated and destroyed and the Co-Signer of that Resident, if a Resident or the Resident's guest is using the paraphernalia and the Co-Signer of the Resident on whose Premises the paraphernalia is located will be notified.

Owner and Resident mutually agree that The Collegian Management may enter Resident's room at any time if Management has reasonable suspicion that a violation of the Alcohol, Illegal Substances and Weapons Policy is occurring or has occurred in that room.

If Resident is in violation of this Policy, Owner shall at its option: a) have the right to terminate this Lease in which event Resident will be subject to the Buy-Out provision described in Lease Termination Policy, and Resident shall vacate the Premises within 7 days of violation; or b) take such other action as Owner deems appropriate under the circumstances.

Weapons

Possession, use, manufacture, transport, display, sale, or distribution of weapons, air-powered guns (e.g. bb guns, pellet guns, paint guns, etc.), knives, martial arts weapons, and all other weapons or replicas of any of the above mentioned items are strictly prohibited anywhere within the Premises or elsewhere upon The Collegian property.

By signing below, I affirm that I have read and understand the Alcohol, Illegal Substances and Weapons Policy at The Collegian. I agree that these policies are reasonable, and if I do not follow them, I will be subject to related Policies regarding violations.

Resident Signature

Date

By signing below, I affirm that I have read and understand the Alcohol, Illegal Substances and Weapons Policy at The Collegian. I agree that these policies are reasonable and if they are not followed, the Resident for whom I am co-signing will be subject to related Policies regarding violations.

Co-Signer Signature

Date

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House Rules

Rooms

- Stereos, televisions, musical instruments, and other sources of noise must be kept at volumes levels that do not disturb other Residents. Residents shall work together with neighbors to agree on satisfactory volumes and levels.

No-Smoking Policy

1. Smoking is prohibited on or within 25 feet of any portion of the "Property." "Property" includes but is not limited to: inside The Collegian building, on balconies, the garage and upper parking area, Alder St. terrace and walkway, and the walkway between The Collegian and the adjacent building.

- 1.1. Resident agrees to inform all of her/his guests of this No-Smoking Policy and to require any guest who wishes to smoke to not do so in any area where smoking is prohibited.
- 2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.
- 3. Owner Not a Guarantor of Smoke Free Environment. Resident acknowledges that Owner 's adoption of this No-Smoking Policy, and the efforts to designate The Collegian Property as non-smoking do not make Owner the guarantor of Resident's health or of the smoke free condition of the Property. However, Owner will take reasonable steps to enforce the No-Smoking Policy. Owner is not required to take steps in response to smoking unless Owner has actual knowledge of the smoking and the identity of the responsible Resident.

4. Owner's Disclaimer. Resident acknowledges that Owner's adoption of a non-smoking living environment, and the efforts to designate all of the Property as non-smoking does not in any way change the standard of care that Owner has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor or enforce this Policy is dependent in significant part on voluntary compliance by Residents and Resident's guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Policy than any other Owner obligation under the Lease.

- Burning of incense is prohibited.
- A fireproof dish must be placed under all lit candles.
- Resident is responsible for testing any smoke detector provided by Owner and for notifying a Resident Assistant (RA) or Management, in writing, of any defect. Resident shall not remove, tamper with, or obstruct any smoke detector or sprinkler.
- Doors to rooms must be kept locked at all times when not occupied. Owner shall not be responsible for loss of personal property due to theft or vandalism.
- Nothing may be propelled, thrown, or otherwise released from rooms or balconies.
Barbecuing shall be prohibited on balconies.

Building

- Sidewalks, entries, foyers, halls, and stairways shall not be obstructed or used for any purpose other than access to and from other areas of the building.

Animals, except those allowed by the "Policy for a Therapy/Emotional Support Animal (TESA) and a Service Animal (SA)," are prohibited in the building. If a Resident is found to be keeping an animal, the animal must be removed or the Lease will terminate in 10 days. Reoccurrence of the breach within a six (6) month period will allow Termination of Lease without the opportunity to correct the breach.

Dining Room

- Resident must pick up after himself/herself.
- During the AY, resident will receive 2 complimentary guest meals per Quarter. Additionally, Co-Signers may eat in the dining room once per Quarter without counting towards the 2 complimentary meals. However, no complimentary guest or co-signer meals shall be provided during Summer Quarter.

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House Rules

- Residents who host guests, including Co-Signers, in the dining room must fill out the Guest Meal Log which the cook keeps. If Resident fails to complete the Guest Meal Log, Resident's account will be charged if the log is signed by a staff member of The Collegian. Guest meals exceeding the 2 complimentary and 1 Co-signers' meals will be billed to Resident quarterly. Prices are as detailed on the BLIS.
- Resident must always accompany guests in the dining room.
- Special requests for foods or their preparation will be accommodated whenever possible.
- "To-Go" containers are to be used only when Resident is NOT eating a meal in the dining room.
- China, flatware, cups, and glasses may not be removed from the dining room.
- A Resident who eats a meal in the dining room may NOT take an additional meal to his/her room.
- A reasonable number of snacks (1 bag of chips, not 4) may be taken to Resident's room for later consumption.
- Seconds of meals are permitted, but Resident should take only what he/she will be able to eat.
- Hours of food service shall be as posted near the entrance to the dining room.
- No sandwiches or meals are available between hours of meal service except by special, prior arrangement.
- Residents who are not able to return for lunch must fill out a Sack Lunch Order Form and give it to a cook by 6:30 PM the night before the lunch is needed. All sack lunches will be available as soon as the kitchen opens each morning. Special arrangements can be made if pick-up is needed earlier than that time.
- Late Plates or "take-out" meals are available if Resident will not be returning for dinner. Resident should notify a cook in advance to request a Late Plate or a "take-out" meal.

Guests

- Overnight guests are permitted once a week. The maximum number of guests per night per room is two.
- Resident is responsible and accountable for the conduct of his/her guests while within the Premises or elsewhere upon The Collegian property and immediately adjacent areas. Owner reserves the right to deny access to any guest whose behavior Owner deems to be inappropriate. Resident may not host anyone who has been identified by The Collegian Management as "persona non grata."

Vehicles/Parking Garage

- Wheeled vehicles are permitted nowhere in the building except garage areas. Bicycles and scooters must be stored in a designated space inside the bicycle storage room located in the upper garage. Owner shall not be responsible for loss of personal property due to theft or vandalism.
- No garage area may be used for storage of personal belongings.
- Non-drivable and unlicensed vehicles may not remain at The Collegian for more than 24 hours. No vehicle repairs may be performed at The Collegian, except for minor maintenance or repairs that do not create noise or cleanup problems. All spills and debris must be immediately cleaned and removed.
- Resident must park her/his vehicle in the lower garage at all times except during move-in and move-out. If Resident's vehicle is parked in the upper garage, after 2 warnings, the vehicle will be towed at vehicle owner's expense.
- Visitors may only use parking spaces in the upper garage. These spaces may be used for a maximum of three hours. Vehicles parked for more than three hours are subject to towing at vehicle owner's expense. Any visitor wishing to park for a longer period of time must contact Management in advance to make arrangements.
- Doors to vehicles must be kept locked at all times. Owner shall not be responsible for loss of personal property due to theft or vandalism.
- Prior to parking vehicle in its assigned parking place, Resident shall provide TC Management with a description of the vehicle Resident intends to park in TC garage.
- When the vehicle is parked on TC property, the vehicle shall have displayed in a conspicuous place a TC Parking Permit.
- While a resident's vehicle is left unattended in the garage, either upper or lower, a resident shall not leave any items of personal property which may be viewed from outside the vehicle in the vehicle.

LEASE
The Collegian
House Rules

By signing below, I affirm that I have read and understand the House Rules Policy at The Collegian. I agree that these policies are reasonable and that they will be applied if I violate Policies at The Collegian.

Resident Signature

Date

By signing below, I affirm that I have read and understand the House Rules Policy at The Collegian. I agree that these policies are reasonable and that they will be applied to the Resident for whom I am co-signing if he/she violated Policies at The Collegian.

Co-Signer Signature

Date

LEASE
The Collegian
Violation Policy

Because Co-Signer is financially responsible for Resident's Lease, including its attached Policies, EACH TIME Resident violates any condition contained in this Lease, Owner shall have the right, but not the obligation, to notify Resident's Co-Signer in order to make Co-Signer aware of a possible Termination of Lease by Owner. Co-Signer(s) may be given a copy of the Violation Notice and may be contacted in person.

Alcohol, Illegal Substance and Weapons Policy -Related Violations

If Resident is in violation of this Policy, Owner shall at its option: a) have the right to terminate this Lease in which event Resident will be subject to the Buy-Out provision described in Lease Termination Policy, and Resident shall vacate the Premises within 7 days of violation; or b) take such other action as Owner deems appropriate under the circumstances.

Non Alcohol, Illegal Substance and Weapons Policy -related violations

1st Violation: Resident receives a Violation Notice describing what policy was violated, how it was violated, and the time and date of the incident. A copy of the Notice will be placed in Resident's file and a copy may be sent to Co-Signer.

2nd Violation: Resident receives a Violation Notice describing what policy was violated, how it was violated, and the time and date of the incident. A copy of the Notice will be placed in Resident's file and a copy may be sent to Co-Signer. Resident must meet with Manager to discuss the issue.

3rd Violation: Resident receives a Violation Notice describing what policy was violated, how it was violated, and the time and date of the incident. A copy of the Notice will be placed in Resident's file, a copy may be sent to Co-Signer, and Co-Signer may be contacted to discuss Termination of Lease.

For non drug-related violations, Termination of Lease will be discussed if three (3) policy violations of the same OR different type occur (i.e. 1st Violation = noise infraction, 2nd Violation = smoking cigarettes in the building, 3rd Violation = burning incense).

By signing below, I affirm that I have read and understand the Violation Policy at The Collegian. I agree that these policies are reasonable and that they will be applied if I violate Policies at The Collegian.

Resident Signature

Date

By signing below, I affirm that I have read and understand the Violation Policy at The Collegian. I agree that these policies are reasonable and that they will be applied to the Resident for whom I am co-signing if he/she violated Policies at The Collegian.

Co-Signer Signature

Date

LEASE
The Collegian
Termination of Lease Policy

Resident understands and agrees that his/her payment obligation includes the time span between the Lease Commencement Date and the Lease Termination Date as detailed on the BLIS. If Lease is terminated by either Resident or Owner or Resident vacates before expiration of the Lease term, Resident must either find a replacement, approved by Owner, to take over his/her Lease or Buy Out the remainder of the Lease. The Buy Out amount shall be as detailed on the BLIS, not including Winter Break, from the day of termination through the Lease Termination Date as stated on the BLIS. If Lease is terminated under this provision for any reason, Owner will retain full security deposit none of which may be applied towards balance due.

Owner may immediately terminate Lease for non-payment of rent on or before the date due as shown on the BLIS and take possession of the Premises by providing Resident at least 72 hours' written notice of nonpayment and Owner's intention to terminate the Lease if rent is not paid within that 72 hour notification period.

Owner, after 24 hours' written notice specifying the causes, may immediately terminate Lease, take possession, and retain Resident's full security deposit if:

- a) Related to action of Resident or Resident's guest there is a serious, immediate threat to inflict or there is any substantial personal injury upon Owner, other residents, neighbors or Resident him/herself, or damage inflicted to The Collegian; or
- b) Resident or Resident's guest commits any act which is outrageous in the extreme on the Premises or in the immediate vicinity of the Premises or elsewhere upon The Collegian property.

Following termination, surrender, or abandonment of the Premises, Resident hereby authorizes Owner to relocate Resident's personal property, at Owner's option, and at Resident's risk and expense for which Resident agrees to be liable.

By signing below, I affirm that I have read and understand the Termination of Lease Policy at The Collegian. I agree that these policies are reasonable and that they will be applied if my Lease is terminated.

Resident Signature

Date

By signing below, I affirm that I have read and understand the Termination of Lease Policy at The Collegian. I agree that these policies are reasonable and that they will be applied to the Resident for whom I am co-signing if his/her Lease is terminated.

Co-Signer Signature

Date