

NOTICE TO LESSEE

This serves as notice that you, as Lessee, are entering into a lease for occupancy in South Campus Commons, a facility owned and controlled by the Maryland Economic Development Corporation (“**MEDCO**”). Capstone On-Campus Management is agent to **MEDCO** in the operation of South Campus Commons. South Campus Commons is considered university-affiliated housing, since it is located on the campus of the University of Maryland – College Park (“University”) and operates with the oversight of the University; however, South Campus Commons **IS NOT** owned by the University.

As stated above, **THIS IS NOT A LEASE WITH THE UNIVERSITY**. All questions and concerns regarding this lease should be directed to Capstone On-Campus Management at southcampuscommonsleasing@cocm.com or (301)-314-2499. By signing this lease, lessee hereby agrees to all terms and conditions contained therein.

SAMPLE

South Campus Commons at College Park LEASE

SAMPLE

THIS LEASE ("Lease") is made effective as of the ____ day of _____, 2022, by and between **Maryland Economic Development Corporation** (hereinafter "Landlord") and _____, with Social Security Number _____ (hereinafter "Tenant").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

1. Basic Lease Information. The following Basic Lease Information is hereby incorporated into and made a part of this Lease.

- a. Apartment Unit:** Apartment Unit No.: ____ located in Building ____ (the "Apartment Unit").
- b. Premises:** Bedroom letter: ____ located in the above referenced Apartment Unit (the "Premises").
- c. Building Address:** _____, College Park, MD 20740
- d. Landlord's Agent:** Capstone On-Campus Management, L.L.C. ("Capstone", "COCM", or "Agent").
- e. South Campus Commons at College Park:** Means the student housing complex comprised of Buildings 1-7 and common areas collectively known as South Campus Commons at College Park, Maryland ("South Campus Commons").
- f. Lease Term:** The term of this Lease ("Lease Term") shall begin on or about August 21, 2022 at 12 noon (the "Lease Commencement Date") and end on July 28, 2023 at 12 noon (the "Lease Termination Date").
- g. Base Rent:** Tenant shall pay Landlord the Total Base Rent for the Lease Term (defined above) in Twelve (12) Equal Installments as indicated below:

<u>Unit Type</u>	<u>Total Base Rent</u>	<u>Twelve (12) Equal Installments</u>
Four (4) bedroom/two (2) bathroom	\$11,832.00	\$986.00
Three (3) bedroom/two (2) bathroom	\$12,360.00	\$1,030.00
Two (2) bedroom/two (2) bathroom	\$13,536.00	\$1,128.00
One (1) bedroom/one (1) bathroom	\$16,248.00	\$1,354.00
Efficiency	\$16,068.00	\$1,339.00

Installment Due Dates are defined below in Section 1h. Tenant covenants to pay Landlord the Twelve (12) Equal Installments of the Total Base Rent by the Installment Due Dates without diminution, deduction, set-off, or demand at Agent's Management Office located at 4250 Lehigh Road (Building 1), Suite 1101, College Park, Maryland 20740; or such other place as Landlord may notify Tenant in writing.

h. Installment Due Dates: Tenant shall pay Landlord the Twelve (12) Equal Installments of the Total Base Rent specified in paragraph 1.g above on or before each of the following dates ("Installment Due Dates");

Installment 1: August 1, 2021	Installment 5: December 1, 2021	Installment 9: April 1, 2022
Installment 2: September 1, 2021	Installment 6: January 1, 2022	Installment 10: May 1, 2022
Installment 3: October 1, 2021	Installment 7: February 1, 2022	Installment 11: June 1, 2022
Installment 4: November 1, 2021	Installment 8: March 1, 2022	Installment 12: July 1, 2022

- i. Lease Reservation Payment:** \$300.00. See Paragraph 12.
- j. Tenant Insurance Notice:** Tenant is hereby advised that Landlord does not carry insurance on Tenant's personal possessions and Tenant is required to secure apartment dweller's or similar insurance of not less than \$100,000.00 per occurrence to cover any loss or damage to Tenant's personal property and Tenant's liability for any loss or damage suffered to Landlord or other Tenants.
- k.**
- l. Emergency Telephone Numbers:** The property has an emergency telephone number, operational twenty-four (24) hours a day, seven days a week, 365 days a year. The phone number to call in the event of an emergency is: **(301) 226-0001**. The number is also posted in the Management Office.
- m. Security Deposit:** None
- n. Altering Lease Document:** Tenant understands that any modifications, changes, additions, or deletions of the terms of this Lease must be in writing and signed by both Tenant and Landlord's Agent to be binding.

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2. **Payment of Base Rent.** Tenant's obligation to pay Base Rent shall be independent of any other clause in this Lease. Checks or Money Orders tendered for Base Rent or other payments to Landlord shall be made payable to "South Campus Commons." All payments must be tendered in US funds. It is expressly understood that Tenant is obligated to pay the Total Base Rent regardless of whether Tenant is unable for any reason to continue occupying the Premises for the entire Lease Term. Accordingly, Tenant shall continue paying Installments of Base Rent to Landlord (and Guarantor(s) obligation to ensure payment of the same shall continue) for the entire Lease Term and until the Total Base Rent is paid in full by Tenant, or otherwise recovered by Landlord through mitigation of damages.

3. **Rent Collection Policy.**

- All twelve Installments of Total Base Rent are due and payable as set forth by the Lease on or before the first (1st) day of each month by cashier's check, certified check, personal check, credit card, electronic funds transfer, or money order. Bank drafts are available only for use with checking accounts.
- The online portal is ONLY available for current tenants to submit electronic payments. Electronic payments submitted online via the portal, over the phone, or in person incur a service fee. The service fee will be waived for bank draft transactions. No bills, invoices or statements will be sent.
- The resident portal is accessible online via www.southcampuscommons/residents. It is the tenant's responsibility to contact management if the tenant experiences difficulty with registering or accessing the resident portal.
- It is the Tenant's sole responsibility to ensure that all payments are submitted without error and sufficient funds are available by the 10th day of each month by 5:00 p.m., no matter if it is a business or non-business day or else a late fee will be assessed to Tenant's account.
- Rent payments for South Campus Commons shall be made payable to "South Campus Commons" and mailed or delivered to South Campus Commons, 4250 Lehigh Road., Suite 1101 College Park, MD 20740 in time to be received by the 10th day of the month or paid at the management office of the same address Monday through Friday during business hours. Payment drop boxes are available in SCC Building 1, Building 3 and Building 6 near the Service Desks.
- Rent Installments must be paid in full. Partial payments, incomplete (lacking amount, signature, Tenant's first and last name, and Tenant's unit) checks and post-dated checks are not acceptable, and improperly written checks are not acceptable and may be mailed back to the address of record for the Tenant. If such payment is submitted, the Tenant is responsible for any resultant late fees, NSF fees, and bank fees that may result. Please write your full name and the complete address of your Premises in the memo section of the check.
- There will be a five percent (5%) late fee charged to Tenant's rental account for any unpaid installment of Base Rent or portion thereof owed or paid AFTER the tenth (10th) day of the month by 5:00 p.m. Late charges are considered to be and are collectable as additional rent. Late fees will apply despite weekends or holidays during which the management office is closed. Management is not responsible for payments delayed or lost in the mail.
- If any Installment of Total Base Rent is not paid in full by the first (1st) day of the month at 5:00 p.m., no matter if it is a business or non-business day, legal action may be taken to collect same and/or to recover possession of the Premises. The cost for all such actions will be charged to the Tenant's account. Personal checks will not be accepted for payment once legal action has been filed. In such event, the balance must be paid by cashier's check, certified check or money order only.
- Checks will only be submitted to the issuing bank once for payment. If Tenant's bank returns a check for non-sufficient funds (NSF), Tenant is required to repay the amount of the check and all additional charges immediately upon notification. All returned checks are charged a twenty-five dollar (\$25.00) returned check fee, in addition to the five percent (5%) late charge (if repayment is received after the 10th day of the month). After two (2) NSF checks, personal checks may no longer be accepted from Tenant; only cashier's checks, certified checks or money orders will be accepted.
- Any rent payment not paid when due will be reasonable grounds for termination and/or non-renewal of lease.

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- In the event of a termination of lease, the tenant in possession of the lease on the first of the month shall be responsible for that rental installment.

Any balance left unpaid for thirty (30) days following the lease expiration date may be submitted to a collection agency. In such event, a collection expense of thirty percent (30%) of the total amount remaining due will be added to the original balance.

4. **Late and Bounced Check Fees.** Rent installment payments are due on the first day of the month, no matter if it is a business day or non-business day. In the event any Installment of Base Rent is not received by Agent by 5:00pm on the tenth (10th) day of the month, Tenant shall also pay Landlord, as additional rent, a late charge of five percent (5%) of the delinquent unpaid balance owed. Said ten (10) day period, however, is not a grace period, and Landlord shall have the right to immediately institute legal proceedings for rent, damages and/or repossession of Premises for non-payment if the payment is not received on the first day of the month. In the event Tenant elects to pay rent installments by check, Tenant shall pay Landlord a charge of TWENTY FIVE DOLLARS (\$25.00) for any check returned to Landlord for non-sufficient funds, or which otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such dishonor, and shall be in addition to any late charges assessed. The returned check fee shall constitute additional rent hereunder. Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be money order, cashier's check, or personal check, provided however, that the Landlord shall give Tenant and Guarantor no less than fifteen (15) days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. Tenant acknowledges that any payment received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service fees, damages, court costs, attorney's fees, and return check charges) incurred by or on behalf of Tenant prior to applying same to the currently due Installment of Base Rent. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charges incurred by virtue of Tenant's failure to pay in a timely manner all payments due from Tenant to Landlord. No endorsement or statement on any check or letter accompanying any check or payment shall be deemed to be a waiver or accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the full balance due.
5. **Use and Occupancy.** It is understood that Tenant shall have exclusive use and occupancy of the bedroom Premises designated in paragraph 1.b above, and the shared use and occupancy of the bathroom(s), kitchen, and living/dining areas with the other tenant(s) of the Apartment Unit designated in paragraph 1.a.
6. **Landlord's Agent.** Landlord has hired Agent as its property manager to conduct and handle all business for South Campus Commons. This includes addressing tenant issues, establishing and enforcing policies and procedures, and collection of Base Rents and other rents, fees, and charges set forth in this Lease. Note that when the word Landlord is referenced herein, Agent is authorized to act on Landlord's behalf.
7. **Eligibility.** Tenant represents that at the time he or she commences occupancy of the Premises, and at all times during the Lease Term hereof, Tenant will be a matriculated, full-time (or equivalent), undergraduate student, in good standing, at the University of Maryland (the "University" or "UM"). Tenant grants Landlord permission to verify student status with the University. Landlord reserves the right to deny residency to any applicant not meeting the above minimum requirements. Additionally, if at any time Tenant fails to maintain full-time status at the University of Maryland, this Lease may be immediately terminated by Landlord. Irrespective of such termination, Tenant shall remain liable to continue paying Landlord Installments of Base Rent for the remaining Lease Term, or until the entire Base Rent is recovered by Landlord through mitigation of damages.
8. **Possession/Relocation.** Tenant may peaceably and quietly enter the Premises on the Lease Commencement Date. If on the date of this Lease another person is occupying the Premises and Landlord is unable to deliver possession on or before the Lease Commencement Date, Tenant's right of possession hereunder shall be postponed until said Premises are vacated by such other person, and the amount of base rent due hereunder will be abated at the rate of one thirtieth (1/30) of the Installment for each day that possession is postponed; provided,

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however, that in such event, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the Lease. Should the Landlord at any time during the Lease Term deem it necessary or advisable, in its sole discretion, Landlord shall have the right to move Tenant to similar accommodations within South Campus Commons.

9. **Utilities.** Tenant is responsible for any and all costs associated with installation and/or service fees or maintenance charges for utility services not expressly assumed by Landlord herein. If available, enhanced or premium channel Cable TV ("CATV") service and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Tenant. Landlord shall provide reasonable amounts of water, heat, electricity, on-campus telephone service (not including long distance or off-campus service), data connection, and basic CATV service. For each 3-month period in which the total of such charges for heat, water, sewage and electricity exceed 110 percent of the average quarterly usage for comparable size apartment units, Tenant agrees to immediately reimburse Landlord, as additional rent, Tenants pro rata portion of such excess utility charges. In respect to the various services herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of any rent, charge, or other compensation for interruption or curtailment of such services when such interruption or curtailment shall be due to accidents, alterations, desirable or necessary repairs, or due to inability or difficulty in securing supplies or labor for the maintenance of such services, or due to any other cause whatsoever, unless the interruption or curtailment shall be caused by negligence on the part of the Landlord or shall continue beyond a reasonable time following due notice to the Landlord of the existence of such curtailment or interruption. No diminution or abatement of any rent, charge or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Premises, Apartment Unit, the Building, or any part, thereof, nor for any space taken to comply with any law, ordinance or order of government or UM authority. Landlord shall provide refuse removal, however tenants are required to place trash in the designated areas. Tenants are to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Tenants must maintain heating and cooling at levels generally considered to be comfortable in the judgment of the Agent's management staff and other tenants when the Apartment Unit is occupied. Tenant understands that heating and air conditioning/cooling units in Buildings 1 and 2 are different from heating and air conditioning/cooling units in Buildings 3, 4, 5, 6, and 7. Tenant further understands to consider aforementioned statement when selecting a Lease. When the unit is unoccupied in the cold weather months, the Tenant should keep the heat set no lower than 65 degrees. When the unit is unoccupied in warmer months, the Tenant should keep the air conditioning set no higher than 80 degrees. Electricity and water usage per apartment will be measured. Tenant agrees not to install, operate or place in the Premises or Apartment Unit any freezer, stove, cooking device, air conditioning unit, clothes dryer, washing machine, nor any other major appliance not otherwise provided or authorized in writing in advance by Landlord. Mini-fridges not to exceed 4 cubic feet are acceptable if the carpet in the apartment is protected (mini-fridge cannot be placed directly on carpet); any damages resulting from usage will be billed to the Tenant. Tenants are limited to 1 mini-fridge per occupant in Apartment Unit.

10. **Default.** A default under the terms of this Lease will result in the acceleration of all Installments of Base Rent, making them immediately due and payable, and will not otherwise release Tenant from his or her obligations hereunder.

- A. The events of default set forth below shall constitute a breach of the Lease and may result in any or all of the following remedies:
- i. Termination of the Lease;
 - ii. Denial of future housing and/or legal action;
 - iii. Repossession of the Premises, with or without termination of the Lease;
 - iv. Referral to University of Maryland for Judicial or administrative action;
 - v. Refusal to renew the Lease for additional terms;
 - vi. Such other remedies as provided by law or by this Lease.
- B. Events of default include but are not limited to:
- i. Tenant's failure to make any payment of rental installments or additional charges, fees or monies otherwise due under this Lease when due;

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- ii. Any breach or violation of the terms of this Lease, including failure to maintain student status or Living/Learning program participation for designated spaces;
 - iii. Refusal to vacate the Premises or Apartment Unit upon termination of the Lease;
 - iv. Violation of the *South Campus Commons Rules and Regulations*. Tenant acknowledges that a copy of this document was provided to Tenant at the time the Lease was fully executed; (also available at www.southcampuscommons.com);
 - v. Violation of UM *Code of Student Conduct*. Tenant acknowledges that a copy of this document was made available to Tenant at the time this Lease was fully executed, and can be accessed online at <http://studentconduct.umd.edu>;
 - vi. Violation of any provision of the UM *Community Living* handbook. Tenant acknowledges that a complete copy of this document was made available to Tenant at the time this Lease was fully executed, and can be accessed online at www.reslife.umd.edu. Tenant also acknowledges receipt of the *Rules* pamphlet (an excerpt of the *Community Living* handbook);
 - vii. Violation of any provision of the South Campus Commons *Resident Handbook*. Tenant acknowledges that a copy of this was made available to Tenant at the time this Lease was fully executed, and can be accessed online at www.southcampuscommons.com;
 - viii. Violation of any applicable Federal, State or local ordinance.
- C. In the event of breach or default of Lease, the Tenant will be liable for damages as follows:
- i. For all past due installment payments and charges.
 - ii. For all unpaid Installments of Base Rent that would accrue through the expiration of the Lease Term.
 - iii. For all expenses that the Landlord may incur in preparing the Premises for future occupancy.
 - iv. For all court costs, collections costs, and reasonable attorney's fees incurred by Landlord as a result of Tenant's breach.

In the event of a breach of any of the terms and/or conditions of this Lease, Landlord shall have the right to terminate this Lease by giving Tenant thirty (30) days prior written notice of its election to terminate the Lease. Said written notice may be given to the Tenant personally, by first class mail, or by leaving a copy thereof at the Apartment Unit. The Tenant shall within such time vacate and remove all personal property therefrom the Premises and Apartment Unit and the Landlord shall be entitled to immediate possession of the Premises and Apartment Unit and may avail itself of any remedy provided by law for the restitution of possession. Nothing contained in this paragraph shall in any way relieve or excuse the obligation of the Tenant to make all Installments of Base Rent for the entire Lease Term of the Lease, nor shall this paragraph in any way limit the right of the Landlord to avail itself of all remedies otherwise provided by law to it by reason of such breach.

11. **Tenant's Use.** The Premises and Apartment Unit shall be occupied exclusively by the assigned Tenants for residential use only. Tenants shall not use the Premises or any part of the Apartment Unit, Building, or South Campus Commons for any commercial business or purpose without the prior written consent of Landlord and University of Maryland's Department of Resident Life. Tenant shall use and occupy the Premises and the Apartment Unit in strict compliance with applicable local, State and Federal laws, any rules and regulations of any governmental board having jurisdiction, as well as all Landlord and University of Maryland's rules or regulations.

No person or persons other than Tenant shall occupy the Premises or Apartment Unit without the express prior written consent of Landlord. Guests are permitted under the following terms and conditions:

- a. Guest(s) visit(s) may not exceed three (3) consecutive days.
- b. Guest are limited. Each tenant cannot host more than 4 guest (Tenants must be present in order to host their guest).
- c. All other tenants of the Apartment Unit consent to any overnight visits.
- d. Guest(s) abide by all Landlord and University of Maryland's rules or regulations.
- e. Tenant, as host, assumes full responsibility for guest behavior as well as full responsibility for any charges or damages that result from guest's behavior. Tenant must strictly respect the privacy and right to normal use of the Apartment Unit by other tenants in entertaining guest(s).

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Tenant hereby automatically accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any non-tenant access to the Building and/or Apartment Unit.

12. **Lease Reservation Payment.** By agreement of Landlord and Tenant, the Lease Reservation Payment shall be applied against the first Installment of Base Rent due under the Lease, and Tenant shall timely pay Landlord any balance due for the first installment payment. In the event Tenant fails to execute a Lease or take possession of the Premises, the Lease Reservation Payment shall be forfeited to Landlord; subject to Paragraph 1.k. herein.
13. **Abandonment or failure to occupy.** If Tenant shall abandon the Premises, or quit and vacate the Premises voluntarily or involuntarily, the same may be relet by the Landlord for such rent and upon such terms as the Landlord in its discretion may deem reasonable and advantageous; and, in the event of such reletting, the Tenant shall be and remain liable for any deficiency in Total Base Rent, expenses incident to such reletting, and any damages which the Landlord may sustain by virtue of the Tenant's abandonment. In the event of the loss of an Apartment Unit tenant or failure of an Apartment Unit tenant to take occupancy, Landlord shall have the sole and exclusive right to assign a new tenant to the Apartment Unit. Landlord has no obligation to obtain permission from Tenant to assign a new tenant to the Apartment Unit, nor does the Landlord have any obligation to inform Tenant of any new tenant assignment or move-in. Examples of Abandonment of Premise include, but are not limited to, return of keys, written cancellation request or failure to occupy the premises within fifteen days of the Lease Commencement Date.
14. **Renewal.** This Lease terminates automatically on the Lease Termination Date stated herein. In the event Tenant wishes to enter into a new lease for the next academic year, Tenant must comply with the Landlord's notices and procedures governing lease renewals. Tenants who have completed four years of college (per the Department of Resident Life's Housing Commitments Policy) may not be eligible to renew their lease for the subsequent academic year. Landlord reserves the right to refuse to offer a lease to Tenant during any subsequent academic year at Landlord's sole discretion. The Landlord also reserves the right to refuse to offer a lease to Tenant if the Tenant's account does not have a zero balance at the time of lease renewal. Should any Tenant occupy any of Landlord's property after the Lease Termination Date with the approval of the Landlord, Tenant must execute a new lease with the Landlord and, beginning the day after the Lease Termination Date stated above, installments of rent shall be paid at the new lease rate. Tenants entering into a lease for the same bedroom for a subsequent academic year will be allowed to remain in the assigned bedroom for the period between the Lease Termination Date for the current academic year and the Lease Commencement Date for the next academic year. Tenants entering into a lease for the same bedroom further understands that limitations on use of shared spaces between leases are described in the *Resident Handbook* and will be strictly enforced.
15. **Lease Transition Period.** Tenant shall be permitted to remain in possession of the Premises for the period between the Lease Termination Date and the commencement of the new academic year (roughly, July 29 to August 22) (the "Lease Transition Period"), **provided** Tenant executes on or before the Lease Termination Date a new Lease for the same Premises for the new academic year (the "New Lease"), and pays Landlord rent, in full at the time of signing the New Lease, for the entire Lease Transition Period. All terms, conditions, rules and regulations contained in the previous Lease shall remain in full effect during the Lease Transition Period. During the Lease Transition Period, Tenant agrees that the Landlord, its agent or representative, or University staff may enter the Apartment Unit and Premises between the hours of 8am and 8pm daily for the purposes of making inspections, and repairs, decorations, alterations or improvements to retrieve stolen furniture or property, to supply services and/or to exhibit same to prospective lessees, any transfer of the New Lease shall be subject to the requirements of paragraph 16 herein. In addition, if Tenant transfers the New Lease during the Lease Transition Period, Tenant must move-out of Apartment Unit within twenty-four (24) hours of notification of New Lease transfer to management, and Tenant shall pay Landlord a pro-rata per-day rental charge based upon the number of days Tenant resided in Apartment Unit during the Lease Transition Period. A transferred lease cannot commence during the lease transition period. The pro-rata per-day rental charge shall be determined based upon the Tenant's Unit Type and the base rent charge thereof as stated on the New Lease. Tenant must a) maintain a zero account balance during Lease Transition Period; b) be responsible for common areas, refrigerator transition preparation and complying with all conditions contained in the lease confirmation form, including, but not limited to removal of all personal belongings from common areas of the apartment.

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16. **LEASE TRANSFER.** Tenant shall not assign, sublet, or transfer his or her interest in the Premises, Apartment Unit, or any part thereof without the Landlord's written prior consent. Unauthorized occupants of the Premises and/or Apartment Unit shall be removed and/or excluded by Landlord. Tenant shall have the ability to transfer their lease provided they strictly follow the procedures established by Agent, to included paying a One Hundred Dollar (\$100) lease transfer fee. Tenant bears the full responsibility for finding a qualified replacement student to take over the Lease for any remaining portion of the Lease Term in the event of a permitted transfer. In order to be released from the Lease, Tenant must ensure that the replacement student meets all South Campus Commons eligibility requirements, as determined by University of Maryland's Department of Resident Life; completes all appropriate paperwork, pays all appropriate fees and charges, and takes possession of the Premises. A Tenant relinquishes their right to the Premises and/or Apartment Unit through the re-leasing process and does not have the right to automatically return. A tenant that does not meet the eligibility requirements shall have no automatic right to renew the Lease for subsequent lease terms. In the event of a successfully re-leased apartment, the lease-holder on the first of a month shall bare responsibility for that month's installment.
17. **Hold Over.** If Tenant fails to vacate and/or check out of the Premises and Apartment Unit by the Lease Termination Date at 12 noon, Tenant shall be obligated to pay Landlord, as additional rent, a fee of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) per day for each day or portion of a day that the Tenant remains past the Lease Termination Date. In addition, Tenant shall be liable for all consequential and/or other damages suffered by Landlord, including lost future rents, as a direct or indirect result of Tenant's holding over. In the event that any items of personal property are left in the Premises or Apartment Unit after this Lease has been terminated, the Landlord will consider the following: a) if the Tenant leaves the property and turns in their keys to their designated service desk, the Landlord will consider these items to be abandoned and Landlord may keep or dispose of same as it deems fit without liability to Tenant or anyone else or b) if the Tenant leaves the property and does not turn in their keys to their designated service desk, the Landlord will hold personal property for a maximum of thirty (30) days at Tenant's sole risk and expense, after which Landlord may keep or dispose of same as it deems fit without liability to Tenant or anyone else. Cost to dispose of abandoned property may be charged to the Tenant. In the event Landlord shall commence legal action as a result of Tenant's holding over, Tenant shall additionally be liable to Landlord for any and all court costs and reasonable attorney's fees incurred by Landlord as a result.
18. **Right of Inspection and Entry.** Tenant agrees that the Landlord, its agent or representative, or University staff may enter the Apartment Unit and Premises at reasonable hours for the purposes of making inspections and repairs, decorations, alterations or improvements, to retrieve stolen furniture or property, to supply services and/or to exhibit same to prospective lessees. Except in the event of an emergency affecting health, safety, or welfare of the Tenant or any tenant or any property thereof (in which event Landlord may immediately enter the Apartment Unit and Premises at any time without prior notice to, or consent from, Tenant), Landlord shall give Tenant at least twenty-four (24) hours advance notice (written or oral) of intent to enter and shall enter only between 9 am and 9 pm, Monday through Friday, or at such other time as is mutually agreed to by Landlord and Tenant. In the event that Tenant is absent from the Premises at the time of entry, Landlord shall supply Tenant within twenty-four (24) hours after entry with a written report of the entry, setting forth the purpose of the entry and the details of any repair, decoration, alteration or improvement. Entry notices may be posted in common places such as elevators, in hallways, on doors or circulated by means of campus newspapers, newsletters, e-mail, or other forms of communications. In the event Tenant shall refuse entry to the Apartment Unit or Premises and by such refusal additional costs are incurred or additional damages are caused to the Apartment Unit, Premises, or Building, Tenant will be liable for all such costs and damages. In addition, abuse of access rights by any Tenant shall be a basis for termination of the Lease. **Tenant acknowledges that the Landlord or its Agent or representative, including University staff, will inspect the Premises and Apartment Unit on a regular basis to ensure Tenant's compliance with all rules and regulations and maintenance of the Apartment Unit and Premises in a good, clean, and sanitary state.** In addition, the Tenant acknowledges that the Landlord or its Agent or representative will enter into an Apartment Unit to complete a damage inspection within 48 business hours after an occupant vacates their Apartment Unit without prior notice to co-occupants. This inspection may include commonly shared spaces such as the bathroom, living room or kitchen. A maintenance request by a co-tenant of the Apartment Unit occupied by Tenant shall constitute permission for the Landlord or its Agent to enter into the Apartment Unit. Tenant shall also permit the Landlord or its Agent or employees to enter the Apartment Unit and

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Premises upon scheduled appointments for the purpose of displaying the same to prospective lessees. No such prior appointment shall be necessary if this Lease has been declared in default or if the Tenant has abandoned the Premises. The Landlord hereby reserves all rights to enter any Apartment Unit on a regular basis for maintenance, health and safety, and care requirements. Further, the Landlord, its Agent, and University staff reserve the right to enter any Apartment Unit and the Premises in an emergency when responding to a reported incident or when there is a reasonable belief that there is serious physical or psychological distress or imminent danger to the Premises or Apartment Unit's occupants, contents, or guests.

19. **Parental or Sponsor's Guaranty.** The Landlord requires, as a condition of this lease, a binding Continuing Parental or Sponsor Guaranty (the "Guaranty"), which Guaranty constitutes inducement for the granting of this Lease by Landlord. **Landlord reserves the right to not enter into and/or to cancel this Lease in the event such Guaranty is not fully completed and submitted to the leasing staff at the time of application. Tenant understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty.** Tenant and Guarantor acknowledge that this Lease is for an essential necessity of Tenant, and that Tenant and Guarantor shall be fully bound by all of the terms and conditions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional insurance to Landlord of the performance of the covenants of this lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder. Tenant may not include themselves or another UMD student as a Guarantor for the lease. Parents are not automatically considered a Guarantor for the lease, and therefore do not share the same right of access to information for said lease if they are not a Guarantor. Only financial information and information concerning damages will be shared with Guarantor without prior Tenant approval.
20. **Notice.** Any notice or communication which either Tenant or Landlord is required to give to the other shall be in writing, sent by U.S. mail or by the email address listed on Tenant's application, or delivered in person, addressed to the Tenant at the address of the Premises and to the Landlord at Agent's Management Office located at 4250 Lehigh Road, Suite 1101, College Park, Maryland (Building 1) 20740; or to such other address as either party may from time to time direct by written notice to the other. In addition, general notices to Tenants may be posted in the Common Areas of the Building. Notices to individual Tenants may be posted on the door to the Apartment Unit.
21. **Other Conditions.** In addition to the provisions set forth above, Tenant agrees that he/she has received, read and signed a copy of the document entitled "Rules and Regulations." Tenant further agrees that he/she has reviewed the Department of Resident Life *Community Living* handbook at www.reslife.umd.edu. All the terms and provisions set forth in the Rules and Regulations and *Community Living* handbook are incorporated by reference into this Lease. Tenant agrees to abide by all Rules and Regulations and acknowledges that failure to do so is a default under this Lease which will result in any or all of the following: fines; warnings; meetings with the Landlord; University judicial or administrative proceedings, assignment of sanctions; removal from student housing; denial of future housing; collections referral, and agreement to pay the full cost of same; and/or legal (criminal and/or civil) action as appropriate, including the agreement to pay all associated costs and attorney's fees of such action.
22. **Liability.** The Landlord shall not be liable for any personal injury to any Tenant or his/her guests, or any damage or loss to Tenant's property or the property of Tenant's guests, while in the Premises, Apartment Unit, or other areas within the exclusive control of Tenant. All personal property placed or kept in the Apartment Unit and Premises, or in any storage room or space or anywhere on the adjacent Property of the Landlord, shall be at Tenant's sole risk and the Landlord shall not be liable for any damages to or loss of, such property. The Landlord encourages Tenant to keep their doors locked at all times. Furthermore, Landlord shall not be liable for any injury, loss, damage or liability from any cause whatsoever, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity irrespective of the cause to Tenant, or to any other person, or to their personal property, occurring in any portion of the Building or upon the grounds, including any elevators, stairways, hallways, or any other appurtenances used in connection therewith except to the extent such injury, loss, damage or liability arose from the omission, fault, negligence or other misconduct of the Landlord or where such damage is occasioned by Landlord's failure to repair timely or

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maintain the Apartment Unit and Premises. No insurer may claim a right of Tenant's subrogation by reason of the invalidity of this provision.

23. **Release of Liability and Indemnification** : Landlord and/or its Agent and employees shall not be liable for any personal conflict between Tenant and co-Tenants, Tenant's guests or invitees, or with any other Tenants that reside in the Building. A conflict between Tenants does not constitute grounds for termination of the Lease, or entitle Tenant to withhold or a set-off against Rent. To the fullest extent allowed by law, Landlord and/or its Agent and employees shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightening, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of the Landlord and/or its Agent and employees; and Tenant hereby expressly waives all claims for such death, injury, damage or loss. Tenant agrees to indemnify, defend and hold harmless Landlord and/or its Agent and employees, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Tenant, Guarantor and Tenant's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct of Landlord and/or Agent and employees. All personal property placed or kept in the Premises, or in any storage room or space, or anywhere on the adjacent property shall be at Tenant's sole risk and Landlord and/or its Agents and employees shall not be liable for any damages to, or loss of, such property. Tenant is responsible for securing apartment-dwellers', renters or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Premises, and Landlord and/or Agent and employees shall not have any liability with respect to the same.
24. **Counterparts**. This Lease may be executed in any number of counterparts.
25. **Permission**. The Tenant grants permission for Landlord or its agent to contact at any time the Tenant's parent, guardian or sponsor regarding any issue related to the Tenant's residency. Further, the Tenant grants permission to the Landlord to request and receive information from the University, and for the University to release information regarding GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement.
- Under federal law, the Tenant has the right to register with the Department of Resident Life at the University of Maryland the name and contact information of an individual that Tenant would like to be contacted if it is determined that Tenant is missing from the campus and/or Tenant's whereabouts are unknown for a period of twenty-four (24) hours or more.
26. **Smoke Detector**. Tenant understands that the willful damage, tampering, theft, or destruction of any smoke detector, fire extinguishment system, or other life safety system endangers the safety of all Tenants and others in case of emergency. Tenant agrees that Landlord may charge for the replacement of batteries, and, damaged missing smoke detectors, and/or damaged fire extinguishment or life safety systems, and that such charges may be collected as additional rent. Such charges, as assessed, will be due and payable within thirty (30) days of invoicing by Agent. Tenant acknowledges that Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease Term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord. If Tenant is deaf or hearing impaired, Tenant shall notify Landlord in writing, and Landlord shall provide a smoke detector approved for the deaf and hearing impaired.
27. **Photograph Release**. Tenant gives permission to Landlord and its Agent, to use, without liability or remuneration, any photograph or photographic image taken of Tenant while participating in Landlord sponsored events, or while Tenant is in the common areas, public spaces, grounds, Buildings, or offices of South Campus

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Commons. The use of Tenant's photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes.

28. Package Release. Tenant authorizes Landlord and its Agent to accept packages, parcels, and deliveries on behalf of Tenant. Tenant understands that packages will not be accepted until the Lease Commencement Date. Tenant hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Tenant agrees to hold Landlord and its Agent free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such packages, parcels or deliveries are not claimed within fourteen (14) days, they will either be returned to the sender or discarded as Landlord deems appropriate. Notification of package receipt will be sent via email to the address on record with the University of Maryland. Tenant must ensure that their University sponsored email account is available to receive package notification(s).

29. Warranty of Habitability. Landlord hereby warrants that at all times during the tenancy it will comply with all applicable provisions of any Federal, State, County or municipal statute, code, regulation or ordinance governing the maintenance, construction, use, or appearance of the Premises and the property of which it is a part. Landlord covenants that the Premises and all common areas will be delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws.

30. AMENITY SPACES. Amenity spaces are available for residents to free of charge and are not a part of the rental payment. At times, either for maintenance or through local or state ordinance, Agent may close, restrict usage or alter hours of the amenity space and there will be no refund or credit to resident accounts.

31. Pets. The presence of any animals or pets in or about the Premises, Apartment Unit, Building or the Property is prohibited, with the exception of fish when all Apartment Unit roommates agree. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Tenants who are discovered to have pets in or about the Premises must remove the animal or pet immediately. Tenant understands that a follow-up inspection of the Tenant's Apartment Unit and Premises may occur without warning and as frequently as the Landlord sees fit. Tenant agrees to pay for any and all damages caused by unauthorized pets.

32. Service and Assistance Animals.
Service Animals

The Landlord acknowledges, the right of any disabled Tenant to keep a service animal in the Premises that has been certified as being specifically trained to aid the Tenant in his/her disability upon prior notification and verification to Landlord. Tenant further agrees to pay for any and all damages caused by the service animal. Tenants who have a service animal agree to pay the cost of having the Premises and Apartment Unit de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional cleaner at the termination of occupancy. Landlord reserves the right to demand that any service animal which shows aggression, is an annoyance to other Tenants, or is destructive to property, be removed from the Premises and Apartment Unit.

Assistance Animals

Landlord will make reasonable efforts to accommodate Tenants with documented disabilities who request the right to bring an Assistance Animal onto the property. Requests for an Assistance Animal must be made in writing and will be reviewed on a case by case basis. Assistance Animals are not allowed on the property unless written permission from the Landlord has first been issued. Tenants permitted to have an assistance animal agree to pay for any and all damages caused by the assistance animal. Tenants who have an assistance animal agree to pay the cost of having the Premises and Apartment Unit de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional cleaner at the termination of occupancy. Landlord reserves the right to demand that any assistance animal which shows aggression, is an annoyance to other Tenants, or is destructive to property, be removed from the Premises and Apartment Unit.

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33. **Attorney's Fees.** Tenant agrees to pay all costs of filing suit, all warrant fees, all services costs, reasonable attorney's fees, and any other costs or fees allowed by law as may be awarded by the court in any action to enforce Tenant's obligations under the Lease.
34. **Tenant's Maintenance Obligations.** The Tenant shall comply with all obligations imposed upon him/her by the Lease and by applicable provisions of all State, County and municipal statutes, codes, regulations and ordinances, and in particular will:
- a. Keep that part of the Premises and Apartment Unit which Tenant occupies and uses clean and sanitary. Dispose from the Premises and Apartment Unit all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner, as mandated in *Resident Handbook*. Under no circumstances are Tenants to leave refuse in cartons or otherwise in the trash room, hallways, stairwells, lounges, study areas, lobbies, or any surrounding area of the Building, Apartment Unit or Premises. In addition, no garbage can or refuse container of any kind, other than those provided by the Landlord may be placed anywhere outside on the Property. Tenant is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests.
 - b. Keep all plumbing fixtures as clean and sanitary as their condition permits.
 - c. Properly use and operate all electrical and plumbing fixtures.
 - d. Prevent any person in the Premises or Apartment Unit with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or Premises, Apartment Unit, Building or the facilities, equipment, or appurtenances thereto, nor himself/herself do any such thing.
 - e. Comply with all legal covenants and rules which the Landlord can demonstrate are reasonably necessary for the preservation of the property and person of the Landlord, other Tenants, or any other person.
 - f. Refrain from interfering with the rights of other Tenants to peacefully enjoy the use and occupancy of the Building and Apartment Unit.
 - g. Agrees not to alter any locks or install additional locks on any and all doors.
 - h. Strictly comply with the South Campus Commons *Resident Handbook* concerning maintenance requests.
 - i. Tenant will refrain from storing any items in the mechanical/HVAC closets of the apartment.
35. **Moisture.** Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the apartment. To prevent or minimize the occurrence and growth of mold in the Apartment, Tenant hereby agrees to the following:
- a) Tenant shall (a) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected areas as soon as possible after occurrence, (c) use exhaust fans in kitchen when cooking and bathroom when bathing, and (d) keep climate and moisture in the Apartment at reasonable levels.
 - b) Tenant shall clean and dust Apartment regularly, and shall keep the Apartment, particularly the kitchen and bathroom, clean and dry.
 - c) Tenant shall immediately report to Landlord and/or its Agent the presence of any of the following conditions:
 1. A water leak, excessive moisture, or standing water inside the Apartment or any Common Areas.
 2. Mold or mildew growth in or on the Apartment that persists after Tenant has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach.
 3. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Apartment.
 - d) Tenant further agrees that Tenant shall be responsible for any damage to the Apartment Unit, Premises and/or to the person or property of Tenant and anyone residing in the Apartment Unit with Tenant for any time period, resulting from Tenant's failure to comply with these terms. A default under these terms shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Tenant understands and agrees that if mold is detected in the Apartment

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Unit, under certain circumstances, Landlord may, at its discretion, temporarily relocate Tenant to a comparable apartment while Landlord evaluates and/or remediates the problem.

36. Pest Management: Tenant agrees to take reasonable steps in order to prevent or minimize pests within the apartment:

- a) Tenant shall clean and dust Apartment regularly, and shall keep the Apartment, particularly the kitchen and bathroom, clean, dry, and free of refuse, which may attract pests.
- b) Tenant shall immediately report to Landlord and/or its Agent the presence of any of the following conditions:
 - Roaches
 - Excessive number of ants
 - Mice, rats, or other rodents
 - Other pests
- c) Tenant agrees to fully cooperate with management's pest management efforts.
- d) Cimex Lecturalis, or the common bedbug, poses a serious issue to community living spaces nationwide. Tenant hereby agrees to the following in order to prevent or minimize bed bugs within the Apartment:
 - Tenant shall review and adhere to bedbug information and instructions provided by management at time of incident.
 - All of Tenants' belongings must be free of bedbugs at the time of the Lease Commencement Date.
 - Tenant may not bring mattresses or furniture collected from the street or area around dumpsters into their Apartment Unit. All secondhand furniture must be thoroughly inspected by the Tenant and free of bedbugs and other pests prior to bringing it into the building.
 - If Tenant has been exposed to bedbugs, or suspects that they have been bitten by one or more bedbugs, they must notify the Management Office immediately.
 - In order to confirm or deny the existence of bedbugs in an Apartment Unit, management may need to enter and inspect the Apartment Unit and surrounding Apartment Units and shared common spaces potentially infected, without twenty-four (24) hours advance notice.
 - Tenants within Apartment Unit must prepare their Apartment Unit as instructed by management for the treatment of any bedbug, including preventative treatment.
 - If Tenant's belongings or furniture are found to have bedbugs, Tenant must fully cooperate with management's treatment efforts.
 - Tenant's failure to fully cooperate with management's treatment efforts will result in Tenant being charged for all treatment costs and resulting damages and expenses.
 - Tenant may be required to maintain detection devices in their Apartment Unit and notify management immediately upon any positive detection.
 - No diminution or abatement of any rent, payment or other compensation shall be claimed, paid or allowed for inconvenience or discomfort associated with the presence of or extermination for bedbugs in the Premises, Apartment Unit, the Building, or any part, thereof.
 - If it is determined with reasonable certainty that Tenant is responsible for bringing bed bugs into the Building and/or the Apartment Unit, Tenant shall be liable for all reasonable costs of extermination, cleaning and pest control treatments incurred by Landlord/Agent for treating the Building and/or Apartment Unit for bed bugs. Likewise, if bed bugs are confirmed in the Apartment Unit after Tenant vacates, Tenant shall be responsible for said costs. Furthermore, Tenant shall also be held responsible for lost rental income and other expenses incurred by Landlord to move and/or relocate tenants in adjacent units in order to perform pest control treatments in other units.
 - Tenant hereby agrees to hold Landlord and Agent harmless from any causes of action, demands, liabilities, losses or claims for damages and expenses to person or property to the extent such claims arise out of, or are based upon, a bed bug infestation.

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37. **Immunization.** Tenant agrees to comply with the University of Maryland's meningitis immunization requirements. For more information, please go directly to the University Health Center (UHC) website: <http://www.health.umd.edu/clinicalservices/allergimmuntravel/immunizations>.
38. **Non-retaliation.** Landlord shall not evict the Tenant or arbitrarily increase the rent or decrease the services to which the Tenant has been entitled for any of the following reasons: (a) solely because Tenant or Tenant's agent has filed a good faith written complaint, or complaints, with the Landlord or with any public agency or agencies against the Landlord; (b) solely because the Tenant or the Tenant's agent has filed a lawsuit, or lawsuits, against the Landlord; or (c) solely because the Tenant is a member or organizer of any Tenants' organization. The relief provided under this section is conditioned upon the court having not entered against the Tenant more than three (3) judgments of possession for rent due and unpaid in the twelve (12) month period immediately prior to the initiation of the action by the Tenant or by the Landlord. No eviction shall be deemed to be a "retaliatory eviction" for purposes of the section upon the expiration of a period of six (6) months following the determination of the merits of the initial case by a court or administrative agency of competent jurisdiction. Nothing in this section may be interpreted to alter the Landlord's or the Tenant's rights to terminate or not renew a tenancy governed by a written lease for a stated term of greater than one (1) month at the expiration of the term or at any other time as the parties may specifically agree.
39. **Rent Escrow.** Landlord hereby acknowledges rent escrow as a lawful Tenant remedy in the event of serious, substantial and dangerous defects or conditions existing within or as part of the Premises, or upon the property used in common of which the Premises forms a part, which threaten the life, health and safety of the occupants of the Premises. In order to employ the remedies provided by this section, the Landlord must be given a reasonable time after receipt of notice in which to make the repairs or correct the conditions. Notice shall be given by: (1) a written communication sent by certified mail listing the asserted conditions or defects; (2) actual notice of the defects or conditions; or (3) a written violation, condemnation, or other notice from an appropriate State, County, or municipal government agency stating the asserted conditions or defects.
40. **Subordination.** This Lease is and shall be subject and subordinate at all times to the lien of any mortgage(s) or deed of trust, now or hereafter covering the Premises, Apartment Unit or Building in which the Premises is located, and to all renewals, modifications, consolidations, replacements, and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination. The Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from the date of receipt of written request therefore from the Landlord or the lender(s), the Landlord shall have the right and is hereby authorized to execute on behalf of the Tenant any such document(s). Tenant agrees to attorn to any subsequent owner of the Property.
41. **Indemnification.** Neither Landlord nor Management shall be liable for any damage or injury to the Tenant(s) or any other person, or to any property, occurring in the Building or on the premises or any part thereof, or in the common areas thereof, unless such damage or injury is the result of negligence or unlawful acts of Landlord or Management, their agents or employees. Landlord and Management are only liable for those claims for damages and injuries for which they are legally responsible. Tenant shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Premises. Tenant understands that neither Landlord nor Management's insurance cover Tenant's belongings from losses not caused by Landlord or Management's negligence and Landlord and Management require Tenant to obtain an all-risk policy in addition to marking all valuables in accordance with "Operation Identification."
42. **Force Majeure.** If the Landlord or Agent's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, flood, casualty, lockout, University closure or other actions, act(s) of God, riots, terrorism, strikes, labor difficulties, pandemics, epidemics, quarantine, civil commotion, natural catastrophes, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Landlord or Agent's control, then the Landlord/Agent shall be excused from performance under the Lease and will not have any liability in connection therewith.

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43. Waiver. Tenant(s)/Guarantor(s) hereby waive, for Tenant(s), Guarantor(s) and their respective executors, administrators, heirs and assigns, any and all rights and claims which Tenant(s)/Guarantor(s), individually or jointly, may have or which may hereafter arise against Landlord, Owner, Agent, and any of Landlord's, Owner's Agents, and/or University's members, directors, officers, employees, contractors, agents, successors and assigns, for damages, losses, demands and any other actions related to the COVID-19 pandemic, including but not limited to any and all injuries, damages or illnesses suffered by Tenant(s)/Guarantor(s), which may, directly, indirectly or in any way whatsoever, arise out of, be proximately caused by, related to or connected with Tenant's occupancy, use of or presence in or on the Property

44. General Lease Provisions.

- a. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs, personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.
- b. Tenant acknowledges that the statements and representations made in the application for said Premises are true; that said statements have induced Landlord to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them shall constitute a breach hereof and entitle the Landlord to the same relief as a breach of any other covenant or condition contained herein.
- c. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. Tenant acknowledges receipt of a copy of this Lease is available to Tenant at the time the Lease was fully executed.
- d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state, county or municipality where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular part, term or provision held to be invalid.
- e. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain.
- f. Tenant acknowledges that, if requested, Tenant did receive, prior to signing, a copy of the proposed Lease form in writing, complete in every material detail, except for the date, the name, and address of the Tenant, the designation of the Premises, and the total base rent, without requiring execution of the Lease or any prior deposit.
- g. Tenant understands that should Tenant select or be assigned to a medical-needs unit, it is agreed that the Agent reserves the right to reassign Tenant in the event that this designated space is needed for a tenant with a specific documented medical need.
- h. Landlord will only accept certified funds from Tenant to avoid eviction. Landlord shall provide Tenant with a written receipt for all payments paid by Tenant to Landlord for Lease Reservation Payment, installment payments, or otherwise by request.

TENANT

LANDLORD:

(Signature)

(Print Name)

(Date)

CAPSTONE ON-CAMPUS MANAGEMENT
Authorized Agent for
Maryland Economic Development Corporation

By: _____
(Print Name) _____

GUARANTOR

(Tenant's parent or legal guardian
in the event Tenant is under 18 years of age)

(Signature)

(Print Name and Address)



Capstone On-Campus Management Non-Discrimination Policy: All persons will be treated fairly and equally without regard to race, color, religion, sex, marital status, family status, disability, sexual orientation, national origin, or source of income.

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South Campus Commons

RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference and made a part of the Lease between Landlord and Tenant. The Rules and Regulations have been adopted for the purpose of preserving the welfare, safety and convenience of all Tenants in South Campus Commons, for the purpose of making a fair distribution of services and facilities for all Tenants, and for the purpose of preserving Landlord's property from abusive treatment.

THESE RULES AND REGULATIONS SUPERSEDE ANY AND ALL PREVIOUS RULES AND REGULATIONS.

The Rules and Regulations specified herein are subject to modification by the Landlord during the term of the Lease. Tenant shall be bound by all such modifications upon notice of same from Landlord.

1. **Adjudication Process.** Violation of the Lease for South Campus Commons, the Rules and Regulations for South Campus Commons, the UM *Code of Student Conduct*, the Department of Resident Life's *Community Living* handbook and the South Campus Commons *Resident Handbook* are subject to the adjudication process described in *Community Living*.
2. **Appliances.** Tenant agrees not to install, operate or place in the Premises or Apartment Unit any freezer, stove, cooking device, air conditioning unit, clothes dryer, washing machine, nor any other major appliance not otherwise provided or authorized in writing by Landlord. Mini-fridges not exceeding four cubic feet are acceptable if the carpet in the apartment is protected; Mini-fridge cannot be placed directly on carpet. Any damages resulting from the Mini-fridge will be billed to the Tenant. Tenants are limited to one Mini-fridge per occupant in apartment. **Tenant agrees not to install or operate any extension cord in the Premises or Apartment Unit. Tenant is required to utilize only Underwriters Laboratory (UL) certified power strips.**
3. **Assignment Policy.** In making Apartment Unit assignments, the Landlord will not honor any request that discriminates on the basis of race, color, creed, sexual orientation, marital status, personal appearance, age, national origin, political affiliation, physical or mental disability, or on the basis of the exercise of rights secured by the First Amendment of the United States Constitution. The Landlord shall have the sole right to determine all Apartment Unit assignments and reserves the right to change Apartment Unit assignments and/or reassign Premises in Landlord's sole and absolute discretion. The Landlord reserves the right to consolidate Apartment Unit Assignments and to assign a new Tenant into any Apartment Unit that falls below permissible occupancy. The Landlord shall not be liable for failure to give any Tenant possession or occupancy of a specific, assigned Premises on the Lease Commencement Date. Alternative housing will be provided by the Landlord on the basis of availability.
4. **Automobiles.** Tenant agrees not to hose wash automobiles anywhere on the Property.
5. **Bicycles, Mopeds, Scooters, & Golf Carts.** Tenant is prohibited from bringing and/or storing bicycles, scooters, or mopeds anywhere in the Building, Apartment Unit, Premises, on breezeways, or in designated car parking. Tenant is prohibited from parking golf carts anywhere on the property or in areas adjacent to the property. Tenant is permitted to place bicycles in designated bicycle racks and mopeds in designated moped parking at South Campus Commons. Bicycles stored in non-approved designated areas will be removed by Landlord at Tenant's risk and a removal fee and storage charge will be assessed for the return of same. Tenant must register bicycles, scooters, and mopeds with the University of Maryland Department of Transportation Services and South Campus Commons.
6. **Canvassing.** Tenant is prohibited from posting or distributing handbills, circulars, advertisements, papers, or other items in the common areas of the building, on the grounds of the Property, or on or under the doors of Apartment Units. Tenant is further prohibited from canvassing or soliciting within the buildings.

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7. **Ceiling Tile and Sprinkler Heads.** Tenants are strictly prohibited from affixing any object, allowing any objects, water or any other liquids to come in contact with, or painting any ceiling areas. Hanging any objects from sprinkler heads or tampering with sprinkler heads in any way is also strictly prohibited. Any damage to the sprinkler heads or ceiling tiles or water damage to any property which is the result of a Tenant and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Tenant.
8. **Charcoal and Propane Grills.** Tenant agrees not to use or store any charcoal or gas/propane grills or other open flame cooking devices within the Building or Premises, Tenant understands that community grills are available outside of South Campus Commons Buildings 2, 4, 5, and 6. Tenant agrees not to leave any community grill unattended while cooking and further agrees to extinguish all fires when done cooking.
9. **Check-in Procedures.** All Tenants must check in through the Landlord to obtain key(s). A Room Condition Report will be available online to Tenant. The Room Condition Report should be completed by Tenant and submitted to the Management Office within seven (7) days of check in. Failure to submit a Room Condition Report within seven (7) days from move-in date shall be construed to mean that Tenant acknowledges that the Apartment Unit and Premises contain all furnishings and that the furnishings and the Apartment Unit and Premises are in good condition. It is the Tenant's responsibility to settle account obligations before check-in date.
10. **Check-out Procedures.** Checking-out is defined as the surrender of all apartment, bedroom, and mailbox keys issued to Tenant by Landlord at the time of check-in. Tenant agrees to check-out through Tenant's assigned service desk. At check out, Tenant may request to attend Landlord's inspection of the Apartment Unit and Premises by making an appointment with Landlord's Agent at least two business days in advance. Said inspection shall occur during normal business hours. Tenant must submit keys and have cleared the Apartment Unit and Premises of all belongings at time of Inspection Appointment. Tenant understands that any of Tenant's items left anywhere in the Apartment Unit or Premises at the time of check-out are considered abandoned property and will be removed and discarded immediately at Tenant's expense. Tenant further agrees that when Tenant vacates the Apartment Unit and Premises, all of the furnishings; fixtures; as well as the Premises itself, same shall be left in the same condition as when leased, reasonable wear and tear excepted. If Tenant re-leases his/her Apartment Unit, check-out and check-in at designated service desk is required unless other arrangements are made in advance with Management. Failure to check-out properly could result in a \$100 Improper Check-Out Fee.
11. **Cleaning of Rugs, Mops, etc.** Tenant agrees not to shake, hang, or clean any tablecloths, rugs, mops or other articles in any of the common halls or from any of the windows, doors, hallways, stairwells or landings of any of Landlord's buildings.
12. **Conduct.**
Sports Equipment – Use of any sports/recreational equipment anywhere in the building is prohibited. The use of equipment prohibited within the building includes, but is not limited to: roller blades, scooters, mopeds, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volley balls, lacrosse equipment, field hockey equipment, nerf sports equipment, weights greater than 25 pounds and Frisbees. **Bicycles are prohibited from the building and must be registered with the Landlord, stored in the external bicycle racks, and display the assigned registration permit at all times. Bicycles attached to areas other than approved racks will be removed immediately.**

Endangering Behavior. The Landlord may terminate this Lease prior to the expiration of the Lease and immediately remove Tenant and his or her guests from the Premises in the event the Tenant's behavior or the behavior of any of Tenant's guests is or has a serious potential for becoming dangerous to the Tenant or others. In this case, the balance of the lease Base Rent will be immediately due and payable.

Guests. Tenants will be held responsible for the conduct of their guests, including payment for any damages caused by their behavior. If the behavior of a Tenant's guest becomes a nuisance to the community or neighbors in the sole judgment of the Landlord, it may terminate the Tenant's Lease. In this case, the balance of the lease Base Rent will be immediately due and payable.

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13. **Damage.** Any damage to an Apartment Unit, the Premises, the building or the common areas, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable. To the extent not identifiable, all co-Tenants will be jointly and severally liable and will be assessed a charge regardless of future lease status. Damages include but are not limited to repair and/or replacement costs of furnishings, fixtures, and the Premises, trash removal, additional cleaning charges. Landlord losses resulting from Tenant negligence will be evaluated and assessed to the appropriate individual(s). All invoices for damage, or for the restitution of the damages that has occurred, must be paid within thirty (30) days. Appeals for damages must be made within thirty (30) days after the Tenant's lease end date. If Tenant chooses to appeal damages, Tenant is still responsible for paying damage fees until decision is made regarding appeal for damages. The Tenant agrees to immediately reimburse the Landlord for any charges that are assessed as set forth in the Lease. Should charges be assessed and totaled after the expiration of the Lease, they shall constitute a debt payable by Tenant immediately upon demand by the Landlord. Tenant is responsible for guest(s) behavior and any charges or damages that result from misbehavior. Intentionally or recklessly destroying, damaging or defacing Landlord or University property is prohibited.
14. **Drug and Alcohol Policy.** Tenants shall abide by University policies, procedures and regulations and local, state and federal laws regarding alcohol and drug use, including the following:

The possession, use, sale, or distribution of any controlled substance, illegal drug, or related paraphernalia is prohibited.

Students alleged to be involved with drugs in or around the residence halls will be referred to the UM Department of Resident Life's Office of Rights and Responsibilities. The case will be resolved in accordance with the Office's adjudication process set forth in the *Community Living* handbook and in the *UMD Code of Student Conduct*. Where applicable, sanctions will address both the Tenant's lease status and the student status of the respondent.

Violations of the drug policy may result in **Immediate Housing Termination and Suspension or Expulsion from the University**. In cases where the respondent is not deemed to be an immediate threat to the campus community, an alternate sanction, in conjunction with a substance abuse intervention that may include classes and random drug testing (at the individual's expense) may be granted.

The possession/use of alcohol by minors is prohibited. Kegs and common sources of alcohol are prohibited. Parties involving alcohol are prohibited. The sale of alcohol is prohibited. Possession of alcohol in common areas such as, but not limited to, hallways, lobbies, and lounges, is prohibited for all.

State of Maryland Law

It is unlawful for any person under the age of 21 to possess or consume alcoholic beverages.

It is unlawful for any person under the age of 21 to knowingly and willfully make any misrepresentation or false statement as to his or her age in order to obtain alcoholic beverages.

It is unlawful for any person to obtain alcoholic beverages for consumption by an individual who is known to be a person under the age of 21.

Space Reservation approval will not be granted for group activities that involve the consumption of alcoholic beverages.

Landlord and Resident Life acknowledge, however, that Tenants of legal drinking age may choose to consume alcohol in the bedroom and/or other areas within the apartment unit. If found in possession of any open container of alcohol anywhere else in or around the UM campus, ALL individuals will be instructed to pour it out in the nearest appropriate receptacle. Violations could result in administrative and/or disciplinary sanctions. Serious or repeated violations could result in the responsible Tenants having their Lease Agreement terminated. In this case, the balance of the lease Total Base Rent will be immediately due and payable.

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Medical Attention due to Drugs or Alcohol

In the event that a student requires transport to a hospital emergency room due to drug and/or alcohol consumption, Landlord and/or University staff may take the following actions:

- Notify the student's parents or legal guardian if the situation is a medical emergency
- Require a substance use intervention treatment assessment by Substance Abuse Counselors at the University Health Center
- Require a psychological assessment with a mental health professional at the University Health Center

Promoting Responsible Action in Medical Emergencies

The health and safety of University students is of paramount concern. With that priority in mind students are encouraged to take responsible action in any situation where there is a concern about a person's physical welfare. Students who summon help for themselves or others in a medical emergency will normally be relieved of disciplinary and administrative housing action for possession or use of alcohol, and/or drugs and this will apply to both the student who summons help and the recipient of assistance. In lieu of disciplinary or administrative charges students will usually be required to complete an evaluation and alcohol and/or drugs intervention program through the University Health Center. For the full text of the "Promoting Responsible Action in Medical Emergencies" policy please visit www.president.umd.edu/policies/v100j.html

15. **Sexual Misconduct Policy.** Tenants will abide by all University policies related to sexual misconduct. The University of Maryland is committed to a working and learning environment free from sexual misconduct, including sexual harassment, sexual assault, non-consensual sexual contact, intimate partner violence/abuse, sexual exploitation and sexual intimidation (including, but not limited to stalking and cyber-stalking). Sexual misconduct will not be tolerated. For information regarding confidential resources and/or reporting Sexual Misconduct to the University please consult the University of Maryland's policy on Sexual Misconduct by visiting <http://www.president.umd.edu/sites/president.umd.edu/files/documents/policies/VI-1.60A%20Sexual%20Misconduct%20Policy%2013May2016.pdf>
16. **Entrance.** Tenant is prohibited from entering another Tenant's Apartment Unit or Premises without prior permission.
17. **Equipment.** Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited.
18. **Evacuation.** Tenant agrees to evacuate in the case of emergency at the sole discretion of the Landlord and/or the University of Maryland. Tenant understands that no reduction in Total Base Rent will be given in the case of emergency evacuations.
19. **Fire Hazards.** The use of wood or charcoal stoves and/or flammable liquid, gas or electric space heaters within the building is prohibited. The use of candles or other open flame devices, the use of hot plates, burning of incense and the use of halogen lamps are all prohibited anywhere in the building or about the Property. All torchier-style lamps, including but not limited to those that use halogen, incandescent or fluorescent bulbs, are prohibited. Any style lamp that uses a halogen bulb, 101 watts or more is likewise prohibited. Connecting three or more sets of stringed lights, including but not limited to Christmas lights is likewise prohibited. Use of the stove, microwave and/or oven while Apartment Unit is unoccupied is also prohibited. Furthermore, oven and/or stove units should not be left on for longer than needed to cook or warm food items. Live cut trees (Evergreen Christmas trees, Chanukah bushes, etc.) are prohibited in residence. **Tenant agrees not to install or operate any extension cord in the Premises or Apartment Unit. Tenant is required to utilize only Underwriters Laboratory (UL) certified power strips.**
20. **Fire or Other Emergency.** Setting or fueling a fire of any size is prohibited. The Tenant shall give immediate notice to the Landlord of fire, accident, damage, and dangerous or defective conditions. All Tenants must evacuate the building during a fire alarm. Falsely reporting a fire or any other emergency, including bomb threat, falsely reporting a serious injury, or pulling a fire alarm station when no fire is evident is prohibited. Fire warning devices and safety equipment are to be used only in the case of an emergency. If smoke or fire is observed,

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Tenant should pull the nearest fire alarm pull-station, immediately exit the building, and call University Police at (301) 405-3333. Upon the sounding of a fire alarm at any time, the Tenant should proceed according to the instructions posted in and about the Property and provided in the *Resident Handbook*. Intentional sounding of an alarm outside of an emergency situation or tampering with emergency equipment will be considered a criminal offense and the person or persons responsible will be treated accordingly. Tampering with smoke detectors is prohibited. The Landlord reserves the right to impose additional charges, penalties or sanctions for tampering with fire or life safety equipment in addition to criminal and judicial action. Common area safety equipment such as exit signs found in a unit will be considered evidence of tampering with fire or life safety equipment. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of the Landlord, its Agent, or University officials, refusal to cooperate with any reasonable request by the Landlord, its Agent, or University officials acting in performance of their duties is prohibited. Tenant shall be responsible for avoidable fire alarms initiated by Tenant and/or Tenant's guests. Fire extinguishers are not provided by the Landlord.

21. **Furniture.** Tenant shall take good care of the furniture and agrees to maintain the furniture and return it to the Landlord at the termination of this Lease in as good a condition as when taken, reasonable wear and tear excepted. Tenants shall not disassemble any existing furniture or fixture, and existing furniture shall not be removed from Tenant's assigned apartment. No oversized and/or heavy furniture is permitted in any apartment unit, including, but not limited to, all types of lofts, wood structures, bars, waterbeds and/or other liquid-containing furniture, all of which are strictly prohibited. No furniture may be removed from common areas. The use of temporary and/or permanent hot tubs is prohibited. Cinder blocks and all other unapproved "lofting" systems are prohibited.

22. **Hazardous Substances and Weapons.** Fire and safety regulations strictly prohibit the use, manufacture, or storage of any fireworks, explosives, flammable liquids, gas, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substances which may injure others or damage property, in any Apartment Unit, hallway, or about the Premises. The storage or use of gasoline or electrical powered vehicles or engines regardless of their state or dismantlement in the building is likewise prohibited. Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited. State Law strictly prohibits the possession or use of any weapons, fireworks, or explosive devices in the Building or about the Property. No weapon of any kind is permitted in the building. In the event the Landlord discovers that Tenant is in possession of a weapon, the Landlord shall have the right to immediately notify University Police.

- **Keys/Swipe Cards.** Keys are the property of the Landlord and must be returned at the end of Tenant's occupancy in person, by the lease holder only. Charges of Seventy-Five Dollars (\$75.00) per lock will be assessed for lock replacement of the Apartment Unit entrance and/or bedroom door if Tenant loses key to Apartment Unit entrance and/or bedroom door during the term of Tenant's occupancy. A charge of Twenty-Five Dollars (\$25.00) per key will be assessed for mailbox key replacement if Tenant loses key to mailbox. Tenant agrees not to duplicate keys and understands that it is illegal to duplicate any key provided to them by the Landlord. Tenant agrees not to distribute or loan key(s)/swipe card(s) to others. Tenant agrees not to alter any locks or install additional locks. Tenant may request a receipt for all keys returned to the Landlord. Tenant is expected to follow key policies as developed by management. Tenants who misplace their key or swipe card may check out a loan key/swipe card at their designated service desk. Procedures for checking out a spare key/swipe card at your South Campus Commons Service Desk is provided in the *Resident Handbook*. Tenant understands that when checking out a spare key/swipe card ("keys"), they must provide a form of photo identification. If the loaned key and/or swipe is not returned within Twenty-Four (24) hours, the Tenant agrees to pay a \$10.00 Late Return Fee. The first five (5) loaned keys and swipes during the current lease year are provided free-of-charge. After the fifth loan during the current lease year of a front door key, bedroom door key, or swipe, the Tenant will be assessed a \$50 Frequent User Fee. If the loaned key is not returned within twenty-four (24) hours, the Landlord will change the associated lock(s) out of care for the security of the Tenants and the property. The Tenant agrees to pay a \$75.00 fee per lock replacement of the Apartment Unit entrance and/or bedroom door. If a loaned swipe is not returned by 5:00 PM the next business day, the Tenant agrees to pay a \$10.00 Late Return Fee.

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23. The Tenant should follow any and all University procedures to replace a University issued student identification card. If the Apartment key(s) have been lost or stolen, Tenant should report loss to the Service Desk or submit a work order immediately.
24. **Litter and Garbage.** Tenant shall deposit all refuse into receptacles as outlined in the Resident Handbook. Under no circumstances are Tenants to leave refuse in any areas other than designated trash areas. Tenant agrees not to litter or obstruct the common halls or grounds. In addition, no garbage can or refuse container of any kind, other than those provided by the Landlord may be placed anywhere outside on the Property. Tenant is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests.
25. **Maintenance and Care.** Tenant shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the building, Apartment Unit, Premises or anywhere on the Property. Tenant shall not install or modify any fixtures without the written consent of the Landlord. Tenant shall not lay contact paper on any shelves or walls and agrees to use a minimal quantity of small tacks and/or brads to hang personal effects on walls. Tenant shall not paint or wallpaper the apartment or any fixtures. Tenant shall not contact or hire any outside personnel or contracted company to complete maintenance, repairs, additions, removals or updates within Landlord's building. Tenant acknowledges acceptance of the Apartment Unit and the Premises in its present condition, and agrees to maintain and return same to the Landlord at the termination of this Lease in as good condition as when taken, reasonable wear and tear excepted.

Tenant, at his/her own expense, shall keep the Apartment Unit and Premises clean and fit for habitation and shall be responsible for all damage to the Apartment Unit and Premises, including but not limited to furnishings, walls, floor, carpet, ceiling, screens, sprinkler system, appliances, plumbing, heating, air conditioning, and ventilation systems, including damages resulting from Tenant's neglect, including that of Tenant's guest(s) or invitees, regardless of whether the neglect was an affirmative act which caused the damage or failure to act in order to prevent damage. Damage to the common areas will be assessed to a specific Tenant if the Tenant or the Tenant's guest has been identified in a manner approved by Landlord as the responsible party. Failing such identification, damages to the common areas will be split evenly amongst all Tenants with access to the common area. Damage charges will be assessed when damages are found including to Tenants who continue to reside in the Premises, Apartment Unit or building. Additional charges may be assessed for the inappropriate disposal of objects in toilets, sinks and/or garbage disposals, or failure to remove personal items from common areas and vacated Apartment Units.

26. **Missing Persons Policy.** Under federal law, the Tenant has the right to register with the Department of Resident Life at the University of Maryland the name and contact information of an individual that Tenant would like to be contacted if it is determined that Tenant is missing from the campus and/or Tenant's whereabouts are unknown for a period of twenty-four (24) hours or more. The Tenant can register the name and contact information by email to reslife@umd.edu or by fax to 301-314-9750. For Tenants under the age of 18 (who are not emancipated individuals), federal law requires the University of Maryland to notify Tenant's custodial parent or guardian if it is determined that the Tenant is missing from the UM campus and/or South Campus Commons and the Tenant's whereabouts are unknown for a period of twenty-four (24) hours or more.
27. **Noise.** Noisy, disorderly, or disruptive behaviors which interfere with another person's or group's free exercise of academic or personal pursuits or their ability to sleep or study, or use and enjoy one's own Premises or Apartment Unit are prohibited. Examples include but are not limited to: stereo at high volume, drums, excessive yelling or other types of noise, violations of established floor/hall quiet hours and large gatherings/parties. Amplified musical instruments, group music rehearsal and other activities which can be heard outside the Apartment Unit are prohibited. **Courtesy Hours are in effect 24 hours a day/7 days a week. Quiet Hours are in effect from 10:00pm to 8:00am Sunday through Thursday evenings, and midnight to 10:00am on Friday and Saturday evenings. 24-hour Quiet Hours will occur during time periods during the final exam period and any other time deemed appropriate by Landlord and/or Resident Life staff. Notification of these hours will be posted around the Common Areas of the Property 24 hours prior to the start of the Quiet Hour Period.** During designated Quiet Hours, it is expected that all residents will contain noise so it cannot be heard outside of their room with the door closed.

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28. **Obstructions.** Tenant agrees not to obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.
29. **Parking.** Tenant and all Tenant's guests shall comply with the Landlord and University's parking and traffic regulations at all times. Driving or parking on lawns or other landscaped areas and walkways is strictly prohibited. All vehicles owned by Tenant shall be properly licensed and registered according to University's and/or Landlord's parking policy. Any unlicensed vehicle will be towed, ticketed, and/or stored at its Owner's risk and expense. In South Campus Commons, all parking enforcement is controlled by the University of Maryland.
30. **Parties.** Tenant parties with or without alcohol are strictly prohibited. Guest limitations are outlined in the Tenant's Use section. Whether in Apartment Units, bedrooms, or other gathering spots, events must not
 - a. result in excessive noise, damage or destruction, fighting or other disruptive behavior
 - b. exceed the normal boundaries, with persons gathering in breezeways, stairwells, and entrances
 - c. have been advertised or promoted through flyers, posters, social media, or other means.Landlord and University Police, if necessary, will intervene and instruct the host(s) to end the event when gatherings meet any of the above criteria. If Tenant is deemed responsible for any violation, they may be subject to fine(s) and/or community service to the discretion of the Landlord. Additionally, floor lounges, seminar rooms and other common areas need to be reserved in advance through a Space Reservation form available in South Campus Commons Resident Life Community Office. Capstone On-Campus Management staff, Resident Life staff, and University Police, if necessary, reserve the right to intervene and instruct the host(s) to end the event when gatherings result in excessive noise, damage, destruction, fighting, or other disruptive behavior; exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas or, have been advertised or promoted through flyers, posters, or other means.
31. **Personal Belongings.** Tenant agrees not to leave any personal belongings (including lawn furniture) in the parking areas, common halls, sidewalks, lawn areas or other common areas of the apartment community.
32. **Quiet and Academic Living Environment.** Conduct that infringes upon the rights of others to a quiet, academic living environment is not acceptable under any circumstances and is cause for disciplinary action and removal from Landlord housing. This includes intentionally or recklessly causing physical harm, or imminent danger of physical harm, to any person, including assault/battery, intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in such a way as to seriously or repeatedly interfere with that person's academic pursuits, sleep and/or other personal pursuits. This includes malicious pranks and issuing threats.
33. **Renovation and Repair.** The Landlord reserves the right to reassign Tenant to another Premises and/or Apartment Unit in the event there is a need to provide for renovation or repair of the Premises, Apartment Unit or the building if another space is available. If Landlord initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to the Tenant and, whenever possible, advance notice will be given to the Tenant as to the nature and time of the work which will be done. Tenant shall not withhold any installment payment of rent due to renovations or repairs.
34. **Restitution.** Any Tenant found responsible for any violation aforementioned will be held solely liable for all fines deemed appropriate by Landlord.
35. **Signage.** No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the building without the written approval of the Landlord.
36. **Smoking.** Consistent with University residence hall policies, South Campus Commons is a smoke-free community. Smoking in Apartment Units or the Premises, lobbies, and laundry rooms, hallways, offices and all other common and/or private areas within the buildings is prohibited. As of July 1, 2013 the University of Maryland is a smoke-free campus. Smoking is not permitted on any property owned, leased, or otherwise controlled by the institution, including buildings, other structures and grounds,(including walkways and parking lots) and vehicles owned or leased by the institution; except in limited and specifically designated smoking areas

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(see uhr.umd.edu/wp-content/uploads/sf-map.pdf). Smoking means carrying or smoking a lighted tobacco products or the burning of any material to be inhaled including but not limited to, cigarettes, cigars, hookahs, pipes, and vaping pens / e-cigarettes. Tenants are advised to consult the applicable University System of Maryland and University of Maryland, College Park policies regarding smoking. USM and UMD policies are available online at <http://www.president.umd.edu/policies/>

37. **Solicitation**. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted anywhere in the building or about the Property.
38. **Transferring Units at end of Lease Term**. If Tenant chooses to transfer to a different Apartment Unit and/or bedroom at the end of the Lease term, Tenant shall complete a Transfer Agreement and abide by all stipulations of the agreement. Additional information regarding the transfer process is available in the *Resident Handbook*.
39. **Transferring Units during Lease Term**. The Landlord shall not be liable for any personal conflict or behavior of Tenant with co-Tenant and/or co-Tenant's guests or invitees, or with any other students that reside on Campus. Therefore, a conflict between Tenants does not constitute grounds for termination of the Lease or any other concession. The Landlord acknowledges that there may be valid reasons why a request for transfer would be considered and approved. Due to the additional administrative work involved in these matters, a One Hundred Dollar (\$100) transfer fee must be paid by any Tenant completing such a transfer. In addition, Tenant must have a zero balance prior to, throughout process and at time of moving into the new premises. Any Tenant desiring a transfer should make a formal request to the Landlord. The request must include the reason for the requested transfer. Space permitting, if the request is valid and practical, the \$100 lease transfer fee is paid, and an inspection of the Tenant's current Premises is satisfactory; Tenant will be notified of a new assignment. In order to make the transfer process from one Apartment Unit to another run smoothly, the following policy has been established. Tenants requesting an apartment transfer must comply with the following procedures:
 - a. Submit a written request to the Agent.
 - b. Agree to a specific move out date for outgoing Tenant.
 - c. Agree to a specific move in date for incoming Tenant.
 - d. Agree to pay all installment rates, damage costs and utility charges outstanding and any hidden damages found by the Landlord attributable to Tenant.
 - e. Enter into a new lease for the balance of the Lease Term that reflects the bedroom and apartment unit into which the Tenant has moved.
40. **Window Screens and Windows**. Window screens must remain permanently in place to fulfill the intended purpose and to avoid damage or loss. Participating in throwing, dropping, placing or causing objects to fall from a complex window is prohibited. Tenants may not place any objects outside windows or on exterior window ledges. No Tenant may hang laundry or shake rugs from a unit window. No window may be used as an entrance or exit except in an emergency. Access to ledges, roofs, and other exterior areas is strictly prohibited. All windows, blinds, and draperies must be maintained such that they present a white exterior coloration.
41. **Health and Safety**. Tenants are expected to act in a responsible manner to prevent the transmission and spread of communicable diseases. Landlord may make modifications to operations and/or impose restrictions when in the best interest of the health and safety of the community.

TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING RULES AND REGULATIONS.

TENANT

(Signature)

(Print Name)

(Date)

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