

Dear The Cottages at Hooper Hollow,

I hereby, individually and collectively, acknowledge that I have read and understand the Lease Form and the attached exhibits referenced below and attached hereto. I further understand that the Property will be cleaned and in a habitable condition by the commencement date, and that it is being rented "As Is." This means in its current condition and there are no promises of repainting/touchup or cosmetic repairs unless agreed to in writing by Landlord. I acknowledge that Landlord is under no duty other than as stated in the Lease. I also understand that I am responsible for the payment of rent and keeping the utilities paid during the entire term whether I am occupying the house, in school or otherwise.

I also recognize that I have duties and responsibilities under the Lease, including, but not limited to minor maintenance, changing air filters on a monthly basis, and to immediately report any damage, whether caused by Acts of God, by myself or roommates. All requests to the landlord at admin@hooperhollow.com. All maintenance requests shall be responded to only if submitted online on our maintenance tab at www.hooperhollow.com, by email at admin@hooperhollow.com or in writing to 2743 South Lamar, Oxford, MS 38655.

All Tenants are required to sign a Lease Agreement to live at a community managed by The Cottages at Hooper Hollow or Henley Property Management. You are encouraged to review the Lease Agreement with your parent, guarantor, legal guardian, or other advisor before agreeing to the terms of the Lease Agreement.

THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. ALL TENANTS of the DWELLING UNIT are jointly and severally responsible for all obligations under this LEASE including the collective Security and Damage Deposit, Utility Charges, and Additional RENT applicable to all Tenants of the specified Dwelling Unit. The only exception from joint and several liability is RENT [\$7,776] (Seven Thousand Seven Hundred Seventy Six Dollars and 00/100) and any Fees which are easily ascertainable by the Landlord as the individual responsibility of a specific Tenant.

I acknowledge I understand the following terms which are in the Lease and are summarized below:

Initial

I understand the House is leased AS IS in its current condition, subject to existing cosmetic issues, paint, and prior damage.

Initial

I understand that I am responsible for a lease term of less than 12 months. However the payments for the lease term can be spread over 12 months as a convenience. Accordingly, there will be no pro-ration of rents if my lease term is only part of a month. If agreed to in writing by Landlord, I may only stay or move in early upon payment of \$100 per day.

Initial

I understand that I am responsible for changing and replacing interior light bulbs, monthly air filters, interior pest control, and maintenance issues under \$100. Clogged up toilets, sinks, etc.

Initial

I understand that I am responsible for immediately reporting damage, whether caused by me, Acts of God, or others, to my landlord's agent by email immediately upon discovery to admin@hooperhollow.com

Initial

I understand that in order to get my Security and Damage Deposit back, I must pay rent through the last month of the Lease, keep all utilities on and paid throughout the entire Lease term, and comply with the Security and Damage Deposit Agreement and Move Out Instructions. I acknowledge that, at a minimum, \$324.00 will be retained from my Security and Damage Deposit for such things as not limited to, repairs for normal wear and tear, repairs of minor damages and nail holes, painting, spackling, or generally for restoring the premises to the same condition as when received.

Initial

I understand that I am responsible for damage done to the house by our guests, and invitees, including broken doors, window and porch screens, windows, tiles, granite, scratches to floors, holes in sheetrock, tears in paint, etc.

Initial

I understand that I must pay rent by Autodraft using the attached Autodraft form and provide a voided check and executed ACH for the Landlord's bank, or make a lump sum payment for the entire rent. Failure to provide these forms is a breach of the Lease.

Initial

I understand that I have until February 1, 2021 to provide a list of all of my roommates and that the Landlord always has the sole discretion on assigning Tenants to specific units and bedrooms within a unit. If I do not have my completed list turned in by that time, then the Landlord may assign me a bedroom with other occupants. I fully understand I am executing a Lease that does not provide for a specific unit and bedroom at this time, but that it will be assigned by an addendum to the Lease shortly after deadline of receiving roommate list.

Initial

I understand that no more than one person shall occupy a bedroom. Only a Tenant with a fully executed Lease Agreement can occupy a bedroom.

Initial

I understand that Tenant, Tenant's guests, Tenant's parents/ Guarantor, or Tenant's roommates shall not act in a harassing or disrespectful manner to owner's agents/ owner's staff or Landlord can evict Tenant and terminate this lease and all unpaid RENT for the rest of the LEASE contract will be accelerated automatically without notice or demand.

Initial

I understand that I am completely responsible for my vehicle while it is located on Landlord's premises and that this responsibility extends to risk of vehicle loss due to property and contents damage as a result of fire, theft, vandalism, water, flooding, or other casualty to vehicle.

Initial

I understand, consent, and confirm that by signing this letter and the Lease Agreement electronically or digitally that the signature being provided is binding and I am obligated to the terms and conditions set forth herein. I also agree that if the Landlord ever requests a wet ink signature that I will comply with such request within two (2) days.

Initial

I acknowledge receipt of the following legal and binding documents and have had the time to review them: 1) Lease; 2) Security and Damage Deposit Agreement; 3) Cold Weather Instructions; 4) Pet Addendum; 5) Personal Guarantees; 6) Mold Addendum; 7) Rules and Regulation; 8) Authorization for Automatic Payment; and 9) Acknowledgement of The Lease

X

LEASE AGREEMENT

This indenture of lease entered into on the day and year hereinafter stated by and between, The Cottages at Hooper Hollow, hereafter "Landlord and/or Hooper Hollow" as Lessor, and, [Contact.GreetingName()] hereafter "Tenant" as Lessee, WITNESSETH:

Landlord hereby leases and rents and Tenant does hereby lease and hire from Landlord a bedroom within a Dwelling Unit at Hooper Hollow and an undivided shared interest in the Limited Common Areas with the other Roommates within the Dwelling Unit and the Common Areas of Hooper Hollow Community on 2743 South Lamar in Oxford, Lafayette County, Mississippi, ("Property" or "Leased Premises") for the term to commence on [August 12, 2021] at 9:00 A.M. and end on [July 31, 2022] at 5:00 P.M. and to be occupied as a strictly private dwelling by said Tenant and the Roommates or Co-Tenants of this Unit as assigned by the Landlord. This Lease Agreement will be amended at a later date to specify the Tenants Unit No and Bedroom within the community.

The terms used in this Lease Agreement are defined:

- Common Areas: Those areas within the development that are for the use and enjoyment of all occupants, residents, guests, Tenants, but to the exclusion of the General public. This property includes all public or semipublic areas, but does not include any area within a Dwelling Unit or Cottage.
- Execution Date: "Execution Date" shall be the date in which this Contract is executed by Tenant.
- Dwelling Unit: The space as assigned by Landlord for the sole use during the Lease Term to Tenant and no more than three (3) other Roommates for the use as a single dwelling unit to the exclusion of all other occupants of the Premises. Also referred to as a "Cottage." No more than one Tenant or occupant is allowed per bedroom in any dwelling unit.
- Landlord: "Landlord" shall be The Cottages at Hooper Hollow, Agent for the Owner of the Premises.
- Lease Agreement: this "Lease", which includes this document, the Rules and Regulations, any addendums, and all other applicable addenda referred to in this document or executed by the Tenant.
- Limited Common Area: That area specifically within a Dwelling Unit or Cottage that is common to all Tenants of said Dwelling Unit, including, but not limited to the deck, half bath, kitchen, laundry, porch, etc., but does not include a bedroom or the bathroom attached thereto.
- Premises: The Units, bedrooms and undivided shared interests in the Common Areas of Hooper Hollow (the "Community") located at 2743 South Lamar, Oxford, MS 38655. Landlord at all times reserves the right to assign units and bedrooms and the ability to relocate Tenant from one bedroom to another bedroom or to another Unit within the Premises during the Term of the Lease in Landlord's discretion. Landlord may enter the Common Area of the Premises to show the unoccupied bedroom, if any, to prospective Tenants with prior notice to existing Tenant.
- Mailboxes. Tenant acknowledges that it will be assigned one U.S. Mail approved mailbox per Dwelling Unit. Landlord shall have no liability for items placed in the mailbox or for misdelivery, failure of delivery, or disbursement of the items in the mailbox between the Tenant and Roommates.
- Roommates: "Roommates" or "Co-Tenants" shall be the persons occupying the other exclusive bedrooms within the Dwelling Unit and sharing the Common Areas located within a specific Dwelling Unit. Landlord has the right, when any bedroom within the Unit is unoccupied, to place a new roommate in the unoccupied bedroom unless Resident and all other roommates in the Unit agree to pay Landlord the Rent and other charges that would be charged for such bed space occupied. Landlord is not responsible or liable to Tenant for roommate compatibility. Should a conflict arise between Tenant and Roommates it shall not be grounds for termination of the Lease or a cause for intervention with the Landlord other than to use its best efforts to relocate the requesting Tenant to another Cottage within the Premises. Roommates or Co-Tenants are the other Tenants within a unit that have a fully executed Lease.
- Tenant: "Tenant" shall be: [Contact.GreetingName()]. No one else may stay in the Dwelling Unit other than Tenant and Roommates that have a fully executed Lease. A Tenant is the permitted occupant of a bedroom in a unit as evidenced by Tenant having a fully executed Lease. No more than one Tenant or occupant is allowed per bedroom in any dwelling unit.

- **Guests:** Guests are short term occupants that are not Tenants and do not have a fully executed Lease. Tenant must notify the Landlord or Association when guests are visiting for more than two days. No keys are to be given out to guests. Under no circumstance may a Guest be allowed in any Unit or Bedroom for more than seven (7) days during the Term.
- **Term:** The Term of this Contract shall begin on [August 12, 2021] (the "Commencement Date") and end on [July 31, 2022] (the "Expiration Date"). Tenant may not occupy Bedroom until the Contract and any required payments, guarantees or other documents have been completed, executed and delivered to Landlord, including, but not limited to proof of renter insurance as described in Paragraph 4 of this Lease.
- **Unit:** Exclusive Bedrooms and Tenant's undivided shared interest in the shared common areas with the Roommates in addition to the public common areas on the Premises, (collectively referred to as the "Unit"). Tenant's specific unit and bedroom will be assigned to Tenant by Landlord prior to the Commencement Date, subject to relocation in Landlord's sole discretion.

1. Rent. There are no prorated RENT amounts under this LEASE. Total RENT due for this lease term is due in advance in the amount of [\$7,776] (Seven Thousand Seven Hundred Seventy Six Dollars and 00/100). RENT shall be payable in 12 equal installments of [\$648.00] (Six Hundred Forty Eight Dollars and 00/100), which shall be due without demand. Tenant must also pay additional charges as identified in this LEASE when due, including but not limited to utilities, pet fees, credit card processing fees, or other fees, charges or expenses identified herein, and hereafter collectively referred to as "Additional RENT". The first RENT payment is due on August 1, prior to the lease commencement date. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM. If Tenant does not pay the first month's RENT on or before August 1st, all RENT for the entire TERM will be automatically accelerated and immediately due and payable in full. If Tenant does not pay a subsequent installment of RENT by the 5th day of the applicable calendar month, all RENT for the entire remaining balance of the TERM, at LANDLORD's option, may be accelerated and immediately due and payable in full. Tenant shall pay the said rent by Automatic Draft to be drafted on or before the 5th of each month ("Autodraft"). Tenant agrees that he/she shall sign up through Autodraft directly from Tenant's account through Landlord's Bank or through Tenant's Credit Card and said account shall be used for the payment of RENT and any Additional RENT immediately as such RENT and Additional RENT are due to Landlord. Tenant shall provide Landlord with a voided check from the account(s) in which a scheduled monthly draft shall be made and scheduled by Landlord's financial institution or a valid credit card to be charged. Tenant acknowledges that there are no exceptions to this requirement unless rent is paid in full in advance. Landlord will process a \$.10 (10 Cent) Rent test charge on June 15, 2021 to verify the account that was provided by Tenant for all future Rent transactions.

Tenant must pay full RENT and Additional RENT when due and may not deduct funds from rental payments for any, unless otherwise allowed by law. LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to, delinquencies, prepayments, maintenance and/or damage charges, additional charges and lockout fees before crediting such payment to the current RENT.

2. Late Fees. A Non-Payment Penalty of fifty and no/100 dollars (\$50.00) will be assessed for any instance a monthly rent installment (by means of checking, savings, or credit card or debit card) is not processed as paid or is returned to Landlord as unpaid for any reason (including but not limited to insufficient funds, disputed charges, account closed, fraud, stopped payment, canceled card, and/or declined card). A Non-Payment Late Penalty of fifty and no/100 dollars (\$50.00) will be assessed on any monthly installment not paid in full by 5:00 p.m. on the 5th day of the month. An Additional Non-Payment Late Penalty of ten and no/100 dollars (\$10.00) will be assessed for each day a payment has not been paid in full beginning on the 6th day of the month.

3. Breach of Conditions. This lease is given and accepted upon the express understanding that in the event of a breach of any condition or covenant herein (except breach for nonpayment of rent which may give cause for immediate termination and notice as prescribed by law), or, if the Landlord or Landlord's agents, in good faith, and after at least one (1) written notice of breach of lease terms, deem the tenancy undesirable for whatever reason, the Landlord or said agents or assigns may terminate this lease by giving Tenant a written notice of thirty (30) days of an intention to terminate same, and the term of this lease shall, in that event, run to and expire on the date mentioned in said notice, but nothing herein contained shall be deemed a waiver by the Landlord of any claim for damages or injury to the property prior to date of termination.

If Lessee violates this Lease or defaults in the performance of any covenant or condition hereof, including the Rules and Regulations or Declaration of Condominium; or if Lessee abandons or vacates the leased premises during the term of this Lease, or if the Lessee is adjudicated bankrupt, or makes any assignment for the benefit of creditors, all unpaid RENT for the rest of the LEASE contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if TENANT is evicted from the UNIT or abandons the UNIT. Additionally, at Landlord's sole discretion it may enter into said premises and again have and repossess the same as if this Lease had not been made. In case of any such default or entry, the Lessor shall have the right at its option to terminate this Lease and the rent for the entire term shall at once become due and payable and Lessor may proceed to collect the rent for the entire term as if by the terms of this Lease the entire rent for the entire term should be made payable in advance. In addition to the right of the Lessor to collect the rent when due, the Lessor may reenter the leased premises and repossess the same and expel therefrom the Lessee and those claiming under him and remove all property and effects therefrom without being guilty of trespass in any manner, and without prejudice to any remedies to collect any arrears of rent.

In the alternative, Lessor shall have the right to relet said leased property from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from the Lessee any deficiency between such amount and the rent herein reserved, it being the intention of the parties that such re-entry and reletting shall not discharge Lessee from liability for rent or for any other obligations of Lessee under the terms of this Lease. In addition, upon default hereunder, Lessor shall also be entitled to recover the cost of reletting the leased premises, including but not limited to advertising costs, its actual attorney fees and landlord's time and expenses at a rate of no less than \$150.00 per hour. Lessor may waive any default without impairing any right to declare a subsequent default hereunder, this right being a continuing one. Landlord will report any late payments over sixty (60) days or non-payment of rent to credit bureaus.

4. Insurance. Tenant shall secure their own individual separate renters insurance policy with Personal Liability coverage (in an amount no less than \$350,000.00), with Landlord named Additional Insured, and not as an "add on" to a parent's homeowners policy, as Landlord is not responsible for any damages to Tenants personal property whether from water, fire, theft, vandalism or any other reason. Tenant shall provide evidence of the same prior to receiving keys to the property. If Tenant does not provide evidence of renters insurance in compliance with this provision then Tenant acknowledges that Landlord has the right to Force Place Renters Insurance in said Tenant's name in an amount not to exceed \$35.00 per month per Tenant fee which shall be deemed Additional Rent and due upon notice of the same to Tenant. The difference between the actual premium and the Forced Place Renter's Insurance Fee shall be due to Landlord as an administration expense.

Landlord's insurance does not cover the personal property of the Tenant. In cold weather, Tenant agrees to protect the premises from the effects of sub-freezing temperatures by maintaining sufficient heat inside the premises and by allowing water to run through the water lines during the premises pursuant to Landlord's instructions, a copy of which instructions is attached hereto and made a part hereof by reference. Failure to strictly comply with said cold weather instructions will render Tenant(s) liable for all plumbing repairs (materials and labor) and for all other repairs to Tenant's /house and/or adjoining houses which result directly from Tenant's failure to so comply. Any expense incurred by Landlord to repair damage or to make plumbing repairs or electrical repairs, the need for which results directly from acts of the Tenant(s) or Tenant's guests/invitees, shall be promptly reimbursed by the Tenant(s).

Landlord's insurance does not cover the Tenant's automobile. Neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of TENANT's vehicle due to fire, water, flooding, trespassing, vandalism, theft, other casualty, act of God, or any other causes while vehicle is on LANDLORD's premises. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD's agent's or employees, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property or automobiles of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, trespassing, vandalism, theft, other casualty, act of God, or any other causes. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

5. AS IS- Care of Premises. The premises are leased "AS IS". Tenant hereby acknowledges that the Dwelling Unit is being delivered in "as-is" condition, not subject to Tenant's "punch list" or other demands, changes or alterations, and Tenant's

acceptance of the Dwelling Unit at the beginning of the Term constitutes Tenant's acknowledgement that the Dwelling Unit, its fixtures and appliances are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Tenant with 24 hours of move in or according to applicable law. Tenant acknowledges that the condition of the Dwelling Unit will not be the same as the condition of any model unit Tenant may have previously toured. If Tenant fails to complete the Move-In /Move-Out Condition Form and return it to Owner or specifically dissent in writing to any damage or defect when designated, then Tenant waives the right to dispute any assessment of damages to the Dwelling Unit upon Tenant's surrendering possession of the Dwelling Unit at the termination of the Lease. Any personal property remaining in or around the Dwelling Unit at the end of the Lease Term shall be deemed abandoned by Tenant and may be disposed of by Landlord by removing the same to a storage facility or placed on the right of way of a public street for garbage collection. Tenant agrees to keep and maintain the Dwelling Unit in a good, clean, and sanitary condition, excepting reasonable wear and tear. This includes changing air filters every month. In the event Tenant fails to comply with Tenant's obligation under this Lease to keep the Dwelling Unit in a good and clean condition, Landlord may charge Resident any reasonable cleaning costs and take temporary possession of the Dwelling Unit in order to have it professionally cleaned and immediately charge Additional RENT.

Landlord has no obligation to make any cosmetic, paint, window screens, or other repairs unless determined in Landlord's sole discretion.

Tenant acknowledges that Landlord has not made any representation, either oral or written, concerning the safety of the Premises or the area in which the Dwelling Unit is located or the effectiveness or operability of any security devices or measures on the Premises, if any.

6. Safety/Security. Tenant acknowledges that Landlord neither warrants nor guarantees the safety or security of Tenant or Tenant's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. Each Tenant and their guest(s) or invitee(s) are responsible for protecting his or her own person and property. Landlord is not liable to Tenant, Roommates, or respective guests for any damage, injury, or loss to person or property, including automobiles, caused by other persons, including but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord cannot assume responsibility for the criminal actions of third parties. There is no guarantee that any effort by Landlord will in any way increase Tenant's personal security or the safety of Tenant's family or guest(s) or Tenant's belongings. Landlord represents and Tenant acknowledges that Landlord is not equipped or trained to provide personal security services to Tenant, Roommates, or their respective guests. Tenant acknowledges that Tenant and local law enforcement agencies are responsible for Tenant's security and the security of all guests. Tenant is encouraged to contact the local law enforcement agency in the event that they have security concerns and contact 911 in the event of an emergency prior to contacting the Landlord.

7. Reporting of Damage/Maintenance. Tenant shall promptly report, in writing, all repairs, installations, or service matters which need to be made to the Dwelling Unit to Landlord at onsite management office, online maintenance tab at www.hooperhollow.com, or by email to admin@hooperhollow.com (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress, which shall be made directly to the City Police and/or Fire Department). Neither written notes or Tenant's oral requests nor text messages to an agent of Landlord constitute a written request or notice to the Landlord. Landlord's complying with any oral request or text message does not waive the strict requirement for written notices under this Lease. Tenant must immediately notify Landlord in writing of water leaks, mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Landlord may change or install utility lines or equipment serving the Dwelling Unit if the work is done reasonably without substantially increasing Tenant's utility costs. Landlord reserves the right to relocate Tenant to perform work or to avoid property damage. Landlord may also turn off equipment and interrupt utilities as needed and shall attempt to give Tenant as much notice of the same as is reasonable.

Tenant shall be liable for and shall pay all costs and expense for damages and repairs to the Dwelling Unit or Premises by Tenant or Tenant's guests (including, but not limited to, the cost of replacing or repairing all broken or damaged appliances or fixtures; any costs related to defacement or damage to walls, ceilings, floors, screen porches, cabinets, tiles, countertops, carpets and doors; and reasonable charges for Landlord's overhead, administrative cost, and expense incurred as a result of said replacement or repairs) caused by Tenant or Tenant's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent and shall be immediately due upon demand. Tenant shall immediately report to Landlord all acts of vandalism or damage to the Dwelling Unit or Premises within 48 hours of incident or the repairs will be deemed the responsibility of the Tenant. Landlord agrees to abide by applicable State law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. Any repair request that is called in between the hours of 6:00 P.M. and 7:30 A.M. or on Sunday that is not deemed an emergency shall be billed to the Tenant that made said report and charged as Additional RENT if said request is not deemed an emergency.

The Dwelling Unit is leased upon the further conditions that the Tenant shall take good care of the Dwelling Unit and fixtures and furnishings and suffer no waste or injury and shall repair and make good any damage done to the Dwelling Unit from neglect, carelessness or injury and at the end of the Lease Term, Tenant shall deliver up the Dwelling Unit in good order and condition as the same now are or shall be put in by the Landlord, replacement with the same kind and quality any materials or furnishings on the Dwelling Unit that may become broken or damaged ordinary wear and tear excepted.

8. Use of Premises. Landlord is not responsible for any damage done by others to Tenant's person or property in or around the Dwelling Unit or Premises. Tenant agrees to abide by all federal, State and Municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Landlord's Rules and Regulations or Condominium Declarations now in force and effect or which may be hereafter enacted. Tenant agrees that Tenant, Tenant's guests, Tenants parents and/or Guarantor, Tenants Roommates or Tenants roommates respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety, or convenience of others (including Owner's agents) in or around Hooper Hollow; (iii) display, discharge, or possess, a gun, knife, or other weapon in a way that may threaten or alarm others or Roommates including but not limited to any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, knives of stated dimensions, razors, throwing stars, nun chucks, and similar objects; (iv) disturb or disrupt the business operations of the property; (v) be involved in or commit criminal acts; (vi) allow in the Dwelling Unit or Premises any illegal manufacture, sale, possession or use of any drugs or substances or drug paraphernalia controlled by the State or Federal authorities in which the Premises is located; (vii) possess or keep any explosives, flammable or any hazardous substances, or any item or thing of a dangerous nature in or on the Dwelling Unit or Premises; (viii) engage in or threaten violence; (ix) possess a weapon that is prohibited by State or Federal law; (x) store anything in closets having gas appliances; (xi) tamper with utilities or telecommunications; (xii) use windows for entry or exit; (xiii) heat the Dwelling Unit with a gas-operated cooking stove/oven or space heater; (xiv) injure the Community's or Landlord's reputation by making bad faith allegations against Landlord of Hooper Hollow to others orally, via publication, email, social media or other similar methods; and (xv) act in a disrespectful or harassing manner to Owner's agents or staff; (xvi) participate or conduct other business transactions on the property; and (xvii) allow the Dwelling Unit or Premises to be used for any unlawful purpose whatsoever. If Tenant is in violation of these conditions, the Landlord may evict and/or impose any appropriate fines, and the total cost of repairs for any and all damages caused by Tenant or Tenant's guests will be the responsibility of Tenant.

9. Destruction or Damage to Premises. If the premises should suffer serious damage or destruction during the term of the lease, Tenant shall seek other accommodations until repairs are made and will not be responsible for rent during that time. If, however, destruction or damage is the result of any negligent act by Tenant or any person on the premises with the express or implied consent, then Tenant and any other responsible person shall be jointly and severally liable to Landlord for all damages caused by those negligent acts, including lost RENT related to the Dwelling Unit and Dwelling Units at Hooper Hollow, the cost of any repairs, and costs of collection, and any of Landlord's attorney fees.

10. Subletting. This Lease may not be assigned by Tenant. Tenant agrees not to sublet the premises without the prior written consent of the Landlord, which may be withheld for any reason in Landlord's sole discretion. If Tenant or Roommates permit another person to live in the Dwelling Unit, or provide a key to a person, other than a parent or guardian, not named on the Lease for the Dwelling Unit, then Tenant will be subject to eviction and/or \$1,000.00 fine which shall be deemed Additional Rent and immediately due to Landlord upon notice. Tenant remains responsible for RENT for the entire term of the lease, whether or not this Lease has been sublet. Tenant is not relieved from any of the terms of this

Lease if he/she is no longer enrolled at the University of Mississippi or does not get along with, or finds his/her Roommates to be incompatible. In the event Landlord agrees at any time to sublease the leased premises to another Tenant, the vacating Tenant will be subject to a minimum \$500.00 sub-leasing fee for the preparation of additional documentation and costs incurred in processing new payments, in addition to any other damages or costs created thereby. Vacating Tenant is responsible for finding sub-lessee and remains responsible to fulfill all terms of the Lease Agreement. Lessor reserves the right to assign this Lease, along with any other interest to another party, including a property management company or a purchaser of the real property.

11. Right of Inspection and Entry. Tenant(s) agrees to permit Landlord, Landlord's agents and workmen, at all reasonable times, during daylight, unless otherwise specified in writing by Tenants, to enter upon and examine the Dwelling Unit and Common Areas, change air filters, make necessary repairs or show the premises to prospective Tenants or purchasers. Landlord has the right to enter the Dwelling Unit without notice (other than to knock and announce) to adjust the Unit thermostat under extreme temperatures in order to prevent damages to the Property. Landlord, Landlord's agents and workmen have the right to enter and inspect a bedroom, with two (2) hours notice, or immediately if necessary for repairs or emergencies, or to show the property to prospective Tenants or purchasers. Tenant shall notify Landlord when they will not be in the Dwelling Unit for more than five (5) days. This is intended to give opportunity for Landlord to inspect the Dwelling Unit and to make routine repairs without disturbing Tenants. If Tenants have been notified, at Lessor's sole discretion, and not agreed to a Lease extension and renewal in writing then Landlord or its agents will have access to leased premises two (2) hours each week to show the property to prospective future Tenants. Landlord will notify Tenants via email of the dates and times it will be showing the Dwelling Unit. Tenants shall use best efforts to have the property presentable in a clean and tidy manner. Further, Landlord or its agents may make one regularly scheduled visit each month to inspect the air filters and may examine the house for damage or needed repairs, but is not responsible for identifying damage or needed repairs at that time. Generally, this work is done by Landlord's repairman during the hours of 9:00 a.m. – 5:30 p.m. and except in the case of emergencies will only be done by the Landlord, Landlord's agents and workmen.

12. Utilities and Services. Tenant(s) agrees to pay all charges for electricity, water/sewer, garbage, gas, cable, internet and other utilities used in and on the premises. Tenant is obligated to keep all electricity and gas on for the entire term of their lease. Early termination could cause damage to the premises and result in a loss of the entire Security and Damage Deposit. For the final month of the lease term, Landlord may estimate the monthly utility costs and charge those utilities costs to Tenant(s) with the penultimate monthly utility bill. For instance, if July is the final month of the lease, July's utility costs will be estimated and billed with June's utility costs. Tenant shall not be entitled to any refund if the estimate exceeds the actual costs. Tenant(s) understands this is done to prevent delay in the processing of Tenant's security deposit. Landlord will keep utilities in its or its designee's name and will provide electricity, gas, water, sewer, basic cable, and basic internet services to Dwelling Unit for Tenant and Roommates which are not included in the RENT and are considered Additional RENT. This Additional RENT shall be paid directly to SimpleBills as described in Paragraph 13 below. SimpleBills will notify Tenant(s) of any account that is ten (10) days overdue and Landlord shall have the ability to immediately deduct said past due amounts from Tenant as Additional RENT. Landlord has contracted and received volume discounts/ bulk pricing (and such pricing can vary from month to month) for certain services which must be used by the entire Premises and accordingly alternate providers are not allowed. The total cost for cable and internet per month is \$97.00 per unit, including provider fees and administrative overhead. If Tenant wants additional cable channels, phone lines or internet capacity they will be at Tenant's sole expense and Tenant must make arrangements through Landlord or the applicable utility provider which additional charges shall be paid by Tenant directly in addition to the Tenant's portion of the bulk rate discount. If Tenant or Tenant's Roommate is past due on RENT or any other charges owed to Landlord by more than ten (10) days, then Tenant gives Landlord the right to terminate service to the Dwelling Unit occupied by Tenant until amount, including late fees, owed to Landlord by Tenant or Tenant's Roommate is paid in full. The cable modem and cable boxes furnished in the Dwelling Unit are owned by the cable/internet provider. If cable boxes, remotes, or cable modem is taken from the Dwelling Unit, replacement costs for these items will be deducted from Tenant's Security and Damage Deposit. Owner has no responsibility for interruption of cable or internet service and Tenant agrees to handle any such interruptions directly with the provider(s) of those services. Tenant will not make any effort to use a utility provider that is not currently providing services at the Premises.

Should Landlord pay any utility charges on behalf of Tenant or Tenant's Roommates, Tenant shall be jointly and severally liable with its Roommates to Landlord for such charges which shall be considered Additional Rent. Any failure to immediately pay such amounts upon demand of Landlord shall be a default under the Lease.

Disconnection or Disruption of Services: Landlord reserves the right to terminate the services provided by Landlord to Tenant at any time and to enact rules and regulations governing the use of the services by Tenant. In the event Tenant shall disconnect any of the services provided to Tenant, Tenant shall pay a Reconnection Fee in the amount of \$100.00 per utility provider plus all applicable taxes for any reconnection of services. Such amount shall be Additional Rent and due and payable in full together with any applicable late charges, prior to reconnection of any services. Tenant acknowledges that matters beyond the control of Landlord may limit Landlord's ability to provide the services. Landlord is not responsible for any services being inactive or requiring service or new equipment by the service provider during the lease term. The Landlord makes no representations and hereby disclaims any and all warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord, where in writing or otherwise, except those otherwise explicitly included in this Lease, or in written documentation signed by the parties hereunder after the date hereof. Landlord does not warrant or guarantee the protection of Tenant's privacy during operation of such services, that such services, will satisfy Tenant's requirements, or that the operation of such services will be uninterrupted or for free. Tenant acknowledges and agrees that neither Landlord nor its affiliates will be responsible to Tenant for any non-economic, consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental, economic or punitive damages arising from breach of warranty, breach of Lease, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any services or the termination of any services, whether arising from Tenant's use (or inability to use) of the aforementioned services. Landlord agrees, even if Landlord has been advised of the possibility of such damage. In the event that any services prove defective, or are discontinued or terminated, Landlord's entire liability and Tenant's exclusive remedy shall be limited to a reimbursement of moneys paid prorated by the day for each day the service proved defective, or was discontinued or terminated. Tenant must install a security key for all wireless internet access points for use by itself, guests and invitees and shall alter the security key and guard it if there is a question about unauthorized use. The internet (including the wireless access offered in the Common Areas) may only be used for legal purposes and to access those systems, software, and data for which the user is authorized. Sharing access to copyrighted data is strictly prohibited. Tenant agrees to indemnify, defend and hold harmless the Landlord, its officers, directors, employees, affiliates and agents from any and all losses, claims, damages (including damage to person or property), expenses, other liabilities and cause of action of every nature whatsoever, including attorney fees, which arise, directly or indirectly: (i) in connection with the negligent acts, omissions or intentional wrongdoing of Tenant or Tenant's guests; (ii) violation by Tenant of any and all laws, ordinances, regulations and rules in connection with the offering of the services; (iii) illegal or inappropriate use of the services; or (iv) interruption of heat, air conditioning, electricity, water, sewer, telephone, cable television, internet or any other utility services, or for the malfunction of machinery, appliances or any other necessary or incidental devices, including but not limited to, cables, pipes, or wiring, providing the utilities serving the Premises or any part of the Premises.

To the extent allowed by law, Tenant hereby agrees that Landlord may select the utility and service provider for the Dwelling Unit and the Premises.

13. Simple Bills. Unless otherwise provided by Landlord, Tenant will NOT contact individual utility companies for the utilities for which they are responsible. Each Tenant in the Dwelling Unit shall enroll with SimpleBills (at www.SimpleBills.com) or a subsequent provider at the Landlord's election for utility billing before the commencement of this Lease. The utility bills shall be divided among the Tenants on this Lease so that each Tenant shall receive a bill for their portion of the total utility bills. Tenant shall pay SimpleBills for the utilities for which they are responsible (as indicated above in Paragraph 12) during the term of this Lease and shall pay applicable service fees for SimpleBills, which shall be billed on the monthly utility bill Tenant shall receive from SimpleBills. Tenant shall agree to the Terms of Service from SimpleBills, which shall be made available to Tenant at time of enrollment. If Tenant does not pay SimpleBills when bills are due, Landlord may put utility charge on Tenant's account with Landlord and an additional utility administration fee of \$5.00 per bill shall be added to Tenant's account and utilities may be subject to disconnection if not enrolled in SimpleBills or if not timely paid. Any charges assessed to Tenant which are not paid to SimpleBills or Landlord as the case may be will be considered Additional Rent and subject to deductions from the joint and several Security and Damage Deposit held for the Dwelling Unit. Tenant shall be responsible to keep account with SimpleBills active through the end of the Lease term, regardless of when Tenant physically moves out of the Dwelling Unit. Landlord is not responsible for SimpleBills charges that are not paid by Tenant(s) or Tenant(s) who do not take possession or vacate the Dwelling Unit during any time of the Lease Term.

14. Security and Damage Deposit. Tenant(s) further agrees to make a Joint and Several Security and Damage Deposit in the amount of [\$648.00] (Six Hundred Forty Eight Dollars and 00/100) per Tenant. The Security and Damage Deposit may not be used as payment of RENT under the Contract. Of the Security and Damage Deposit, \$324.00 per Tenant is non-

refundable. At a minimum, Landlord will retain \$324.00 per Tenant of the security and damages deposit towards such things as but not limited to, repairs for normal wear and tear, repairs of minor damages and nail holes, painting, spackling, or generally for restoring the premises to the same condition as when received.

Upon TERMINATION of this Lease by reason of Tenant's default hereunder or the expiration of the Term, Landlord may deduct from the Deposit an amount sufficient to pay: (a) any damages as a result of Tenant's non-payment of any portion of RENT, Additional RENT or non-fulfillment of the Term of this Lease including Tenant's failure to enter into possession or abandonment of the Unit; (b) any reasonable charges for additional cleaning and repair of damages to the Premises and Community for which the Tenant is responsible; (c) any unpaid bills which become due by virtue of Tenant's occupancy, or any utility expense that may be forwarded to Owner due to Tenant's non-payment of any costs of re-renting the Unit after a default of this Lease by Tenant; (e) any repair work or cleaning contracted for by Tenant with third parties; (f) any court costs incurred by Landlord in connection with terminating the residency, including, but not limited to Landlord's attorney fees; (g) any fines assessed to Landlord by any government entity or the Condominium Association i.e. trash, noise, or nuisance violations; (h) any administrative fees or costs incurred by Landlord associated with any of A thru G previously mentioned, (i) any other damages which Landlord may sustain which may then be a permitted use of the Security and Damage Deposit under the Security and Damage Deposit Agreement, which is an additional Exhibit to the Lease; and the applicable laws of the State of Mississippi. Application of the Deposit in order to satisfy all or part of Resident's obligations shall not prevent Owner from claiming damages in excess of the Deposit.

If Tenant provides Landlord with a forwarding address, Landlord will refund any balance due from the Security and Damage Deposit and provide a statement to Tenant of all deductions from the Security and Damage Deposit within forty-five (45) days after final termination of tenancy (including sublease). If within forty-five (45) days of the expiration of the Lease term, Tenant does not provide, in writing, a forwarding address or Lessor cannot locate Tenant upon reasonable search and inquiry, Tenant will be deemed to have immediately and irrevocably forfeited said remaining Security and Damage Deposit to Lessor.

Tenant's liability shall not be limited to the amount of Security and Damage Deposit. It is also expressly agreed that burns, stains, or other excessive damage to the floor and other floor covering are not normal wear. Tenant's Security and Damage Deposit may, at the sole option of Lessor, be claimed by Landlord as liquidated damages if Tenant(s) vacates the premises prior to the expiration of this Lease or a renewal of same or Landlord may use any available remedy in law or equity including acceleration of all Rent. In the event Landlord agrees to allow a pet to be kept on the premises by Tenant, Tenant(s) agrees to make a non-refundable pet fee as part of the Security and Damage Deposit Agreement referred to herein.

15. Move Out Procedure. At the time of Move Out, Tenant will be provided move out procedures and details of the unit standards required, including a list of standard repairs that are charged for standard damages. Tenant is responsible for reading and following the procedures indicated therein. In addition to the move out procedures and unit standards, the following provisions shall at all times be applicable. Landlord or its Agent shall note the condition of the Unit, including all appliances and fixtures therein, and any damage done therein which is deemed by the Landlord to have occurred during Tenant's occupancy and use of the Dwelling Unit and surrounding area. Upon termination of this Lease for any reason, Tenant shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear are expected, including removing all items from the refrigerator and trash from and around the Dwelling Unit. If the flooring is damaged by Tenant, at the sole discretion of Landlord, the charge for having the flooring professionally repaired will be charged to Tenant in addition to any other cleaning charges. Tenant shall pay all utility and service bills to the Dwelling Unit. Tenant shall return to Landlord all keys, access cards, and remote control devices, if applicable, issued to the Tenant by Landlord. If all original Landlord issued keys, card and devices are not returned to Landlord, Tenant shall pay all cost associated with re-keying and replacement of keys, keys, cards, and remote devices for the Premises. Tenant's failure to follow the prescribed move-out procedures may result in the partial or full forfeiture of the Deposit, but in no event shall forfeiture be construed as liquidated damages. If no Deposit exists or remains, Tenant shall be charged for all damages, cleaning, repairs, re-keying, and replacement cost as Additional Rent and it shall be paid immediately upon demand or by ACH at the Landlord's option.

16. Roommates. Landlord will use reasonable efforts to accommodate Roommates that request being Co-Tenants of a Dwelling Unit on or before the date in which Landlord notifies Tenant to provide a list of requested Roommates. Tenant acknowledges Landlord has the right to assign a Roommate or Co-Tenant to any vacant exclusive bed space in the Unit before or during the Term of this Lease without notice. Tenant acknowledges that Tenant is solely responsible for getting

along with the Roommates, even if Landlord placed Tenant with Roommates. Tenant acknowledges that reasonable cooperation and respect will be used with Roommates and there will be non-smoking inside or within 10 feet of the Dwelling Unit. Landlord shall not be liable for any personal conflict of Tenant with Roommates, Roommates' guests, licensees or invitees, or with any other residents that reside at Hooper Hollow. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Tenant and Roommates or residents that reside at Hooper Hollow does not constitute grounds for termination of the Lease Agreement by Tenant nor does it require any action by the Landlord. Landlord shall not be liable for any personal injury to Tenant or damage or loss to Tenant's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crime, to one other than the Tenant and Roommates may occupy the Unit. Tenant acknowledges that if a Roommate requests, for any reason, that a certain guest not be allowed to occupy or remain in the common areas within the Dwelling Unit, then this request is paramount to the right of the Tenant to have a guest or invitee in the Dwelling Unit and Tenant will comply his/her Roommates request and advise said persons to immediately vacate the Dwelling Unit.

Tenant acknowledges that Landlord has no responsibility or legal duty to one Tenant based on the activity and behavior of another Co-Tenant, including, a Co-Tenant's behaviors, drug or alcohol use or any other collection or activity that could be alleged as a breach of the warranty of habitability. Landlord does not conduct investigations as to whether a Tenant has been convicted of a drug related or other criminal activity and Co-Tenants shall be encouraged to make any complaint regarding criminal activity directly to the local law enforcement agencies. Landlord will not investigate allegations of drug use in which Landlord or its agent's do not have direct knowledge of the presence of illegal substances, drug use or visible paraphernalia in the Dwelling Unit; however, Landlord will cooperate with investigative authorities to the extent required by law and will document and report all illegal activity on the Premises in which Landlord or its agents have direct knowledge of. Tenant agrees to provide any police report or investigative finding to Landlord upon receipt by Tenant or at Landlord's request.

If a Landlord has vacancy in another bedroom on the Premises, then Tenant may request a transfer and if in Landlord's sole and absolute discretion, said transfer is permitted then upon upfront payment of the transfer fee, any and all expenses related to the same, including utility transfer, administrative fees and moving expenses, Tenant may be allowed to transfer within Premises to another Dwelling Unit.

17. Holdover by Tenant and Termination of Tenancy. No refund or credit will be given for a part of any month in which Tenant(s) moves or fails to occupy the Premises during the term of this Lease, except as provided herein. It is mutually agreed that the rental rate may not be changed during the initial term of this Lease except by mutual agreement of both Landlord and Tenant. The rental rate may be changed by Landlord at the expiration of the initial term by giving notice of such change to Tenant(s) thirty (30) days prior to the expiration of the said lease. At termination of the lease term Tenant(s) shall be responsible for all damages to Landlord and subsequent Tenant(s) due to remaining in the property passed the end of the Lease term. Additionally, a holdover penalty of \$200.00 per day shall be due to Landlord, in addition to any other damages in law or equity, due to Landlord or subsequent Tenant(s) dues to a holdover.

18. Maintenance and Repair.

- A. Tenant's Responsibilities. Tenant shall maintain the premises in good working order and in clean condition. Tenant shall be responsible for minor maintenance *i.e.* interior light bulbs, monthly air filters, regular cleaning, etc. and for any damage resulting from neglect or negligence, including stains on floors, walls, plumbing, etc. If the Leased Premises is unreasonably dirty or not properly maintained, in Landlord's sole discretion, Landlord may require Tenant(s) to have the entire Leased Premises cleaned at Tenant's expense, by a professional service of Landlord's choosing. Tenant is responsible for all repairs or house calls below \$100.00 regardless of fault. Tenants are financially responsible for any repairs done by Tenants without Landlord's knowledge and written approval. Landlord shall assist Tenants in arranging for approved contractors to work at the Premises, but under no condition shall Tenants engage a contractor without Landlord's consent. Tenant will not interfere with any repairs or remediation being conducted in the Unit or on the Property (shutting off or moving equipment an fans that are being utilized during the repair process by approved contractors). Tenant shall maintain cleanliness of the premises and surrounding area.

Tenant shall be responsible for eliminating interior pest and insect infestations, such as rodents, spiders, roaches, ants, fleas, and wasps, from the area in and around premises, except that Landlord shall provide exterior only treatments at Landlord's discretion for termites and pests and insects. If there is an infestation of any pest within ten (10) days of the first occupant to take possession of the Dwelling Unit then Landlord will arrange for an interior treatment at Landlord's cost, any subsequent treatment after the first thirty (30) days can be arranged by the Landlord at a discounted rate, but shall be at Tenant's cost and shall be considered Additional RENT to be charges equally to Tenant and Roommates of the Dwelling Unit. If Landlord incurs costs of treatment as a result of Tenant's actions or inactions, including exposed garbage, liquids, food, dirty plates/dishes, pets or other similar causes, then all Tenants in the Dwelling Unit shall be responsible for the costs of eradication related thereto.

Tenant is responsible for any repairs to property negligently, recklessly, or intentionally caused by Tenant, guests, invitees, or others including that damage that may be caused by a break in or burglary.

B. Landlord Responsibilities. Landlord is responsible for maintaining the roof and exterior surfaces of the Dwelling Unit, HVAC repairs not caused by Tenant's negligence or recklessness, termite monitoring, exterior pest control (at its discretion), exterior light bulbs, leaf removal (once each in October, November, and December, or as determined by Landlord in its sole discretion) and exterior and yard maintenance including mowing (on a regular basis during the months of April-October or as determined by Landlord in its sole discretion).

Landlord agrees to make all necessary electrical and plumbing repairs, unless caused by Tenants own negligence, and other repairs as are necessary, in the sole discretion of the Landlord, with reasonable dispatch after the need for said repairs has been called to the attention of Landlord. Tenant acknowledges that certain repairs require parts that have to be ordered and shipped and may not be available locally. Accordingly, there shall be no deductions in RENT by Tenant unless Landlord fails to make a timely repair to a "specific and material" defect which constitutes a breach of the terms of this Lease or an obligation of Landlord under Miss. Code Section 89-8-23 (Mississippi Landlord Tenant Act). Evidence of Landlord dispatching the appropriate maintenance or professional to investigate and repair an item will be prima facie evidence of Landlord's good faith efforts to comply with any "specific and material defect" or repair which is an obligation of the Landlord.

If Landlord believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may terminate this Lease without penalty by giving Tenant five (5) days written notice of its intent to terminate. Landlord may also remove Tenant's personal property if Landlord in its sole judgment, deems it to cause a health or safety hazard to the occupants. If Landlord terminates the Lease under this provision, Landlord will refund any prepaid rent and return the Security and Damage Deposit less any deductions allowed under the Lease.

C. Mold and Mildew. Tenant agrees to take reasonable steps in order to prevent or minimize the growth or accumulation of mildew or mold within the Dwelling Unit. To prevent or minimize the growth or accumulation of mildew or mold the Tenant hereby agrees to the following, which supplement the Mold and Mildew Addendum which is considered a part of this Lease:

- a. Tenant shall install and replace a new HVAC filter in every applicable filter within or outside the Dwelling Unit on a monthly basis. Tenant may request the Landlord to do the same on a monthly rotation in the amount of \$12.00 (labor and material) per filter. Tenant's failure to change the filter every thirty (30) days will result in a fine, pursuant the Security and Damage Deposit Agreement.
- b. Tenant shall: (i) remove any visible moisture accumulation in or on the Dwelling Unit, including walls, floors, ceilings, tiles, and bathroom fixtures, (ii) mop up spills and leaks and thoroughly dry affected areas as soon as possible after the occurrence (and notify Landlord of the same if the spill or leak is beyond Tenant's control), (iii) use the exhaust fans in kitchen and bathrooms whenever running water is in use; (iv) keep the climate controlled between 67-74 degrees at all times during the Lease Term, whether occupied or vacant, and (v) Tenant shall clean and dust the Dwelling Unit regularly, and shall keep the kitchens and bath areas clean and dry. Tenant shall first attempt to remove any mildew or mold growth inside the Dwelling Unit that becomes visible in the Dwelling Unit by using an appropriate household cleaning solution such as Lysol, Tilex Mildew Remover, or a combination of water and bleach. If any mildew or mold persists then Tenant shall notify Landlord in writing.

c. Tenant shall further notify the Landlord in writing of the presence of any defects or necessary maintenance relating to the Dwelling Unit, including, but not limited to:

- iv. Any water leak, excessive moisture, stains on walls or ceiling, standing water in or around the Dwelling Unit;
- v. Any malfunction of any part of the plumbing, heating or cooling systems in the Dwelling Unit.
- vi. Exterior light bulbs needing replacement.

g. Tenant shall be liable to Landlord for damages sustained to the Dwelling Unit caused by Tenant's failure to comply with the terms of this section, and Landlord shall not be liable to Tenant's person or property as a result of Tenant's failure to comply.

19. Lease Renewal. Landlord has no obligation to renew this Lease to current Tenant(s). Tenant(s) covenant and agree to give Landlord written notice of any intent to request to renew by October 20, 2021, which request shall be approved in Landlord's sole discretion.

20. Destruction or Condemnation. In the event the leased premises are totally destroyed by fire or other cause beyond the control of Landlord, or in the event the premises are condemned or ordered torn down or ordered moved or destroyed through eminent domain by the properly constituted authorities of the State, County, or City, then in any of these events the lease shall terminate as of the date of destruction or condemnation. The rent shall be accounted for between Landlord and Tenant(s) as of said termination date, the Tenant(s) paying up to the date of destruction or condemnation (Termination Date) and Landlord refunding any rents collected for a period subsequent to said termination date.

21. Abandonment. All monthly RENT for the rest of the LEASE contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is evicted from the UNIT or abandons the UNIT. In the event the leased premises are abandoned by Tenant(s) or in the event of default by Tenant(s) on any payment as outlined in numbered paragraph ONE of this Lease, then in either such event Landlord shall have the right at his option to take possession of the leased premises with 5 days notice and let the same as agent of Tenant(s) and apply the proceeds from such letting toward the payment of rent owed by Tenant, and such re-entry and re-letting shall not discharge Tenant(s) from liability for rent or from any other obligations as provided for under the terms of this lease. In the event that it is necessary for the Landlord to incur any reasonable legal expenses toward enforcement of any provision of this lease, then Tenant(s) agrees to indemnify Landlord for same.

22. Jurisdiction/Attorney's Fees and Court Costs. In the event that the Tenant(s) fails to comply with any part of this Lease agreement or any other applicable law, statute, or regulation, Tenant(s) shall be liable for any reasonable collection costs accrued by the Landlord. These costs include but are not limited to attorney fees (at a rate of no less than \$225.00 per hour), court costs, advertising and marketing to relet the premises and the Landlord's time (at a rate of \$150.00 per hour) spent on lease disputes, litigation or collection of amounts due (including court appearances, drafting pleadings, and so forth). Landlord and Tenant(s) hereby waive their right to a jury trial in any lawsuit involving this Lease. The laws of the state of Mississippi, with exclusive jurisdiction, shall govern this contract and venue consented to be in the Justice Court, if applicable, or otherwise the Circuit Court of Lafayette County, Mississippi. If any provision of this Lease is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract. Each party hereby acknowledges receipt of a fully executed copy of this Lease, this Lease, and the Leases of those Co-Tenants (and any addenda hereto) for the to-be-determined Dwelling Unit may be executed in counterpart signatures. Where this Lease is executed by more than one person as Tenant, each and every Tenant shall be jointly and severally liable for the payment of RENT and for the performance of all covenants and obligations set forth herein.

23. Common Areas/Amenities. Various Common Areas of Hooper Hollow are designated and intended for the use and enjoyment in common by all Tenants, including but not limited to the walkways, breezeways, courtyards, clubhouse, recreational facilities, fitness center, pool, and other amenities (the "Amenities") made available by the Landlord. Tenant and Tenant's guests must comply with all rules and regulations regarding these Amenities and should be considerate of others while using these Amenities. Tenant acknowledges Landlord retains the right to alter, modify, or eliminate the Amenities should Landlord so elect. The use of the Amenities by the Tenant shall be at the Tenant's own risk. Tenant's use may be regulated, denied, or restricted at any time by Landlord for any reason in Landlord's sole discretion. Use of

said Amenities after such denial or restrictions shall be considered trespassing and grounds for immediate termination of the Lease.

24. Indemnification. Landlord shall not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Dwelling Unit or Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the Landlord, its affiliates, officers, directors, employees, members, managers, and agents (the "Indemnified Parties") harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of: (a) any damage or injury to any property or any damage or injury to any person occurring in, on or about the Dwelling Unit or Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of a Tenant, its guests, licensees, invitees, agents, servants, employees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Dwelling Unit or Premises or from transactions of the Tenant concerning the Dwelling Unit Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the construction or use of the Dwelling Unit or Premises or its occupancy, including, but not limited to garbage, trash, gross, noise, nuisance, or other violations; or (d) any breach or default on the part of Tenant in the performance of any obligation or agreement on the part of the Tenant to be performed pursuant to this Lease. The provisions of this paragraph shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

25. Liability of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease, and if Tenant shall recover a money judgment against Landlord, the judgment shall be satisfied only out of the proceeds of sale received upon execution of the judgment and levy against the right, title and interest of Landlord in the Premises as the same may then be encumbered, and neither Landlord nor any of its members, managers, partners or Lessors shall be liable for any deficiency. It is understood that in no event shall Tenant have the right to levy execution against any other property of Landlord other than its interest in the Premises. The right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. No trustee, shareholder, officer, member, manager, Lessor, director, employee, parent or subsidiary company, Landlord affiliate or partner of Landlord shall in any event or at any time be liable for the payment or performance of any obligation required or assumed of Landlord under this Lease or under any document executed in connection herewith. No attachment, execution, writ or other process shall be sought or obtained, and no judicial proceeding shall be initiated by or on behalf of Tenant, against Landlord personally or Landlord's assets (other than landlord's interest in the Premises) as a result of any such failure, breach or default and neither they nor Landlord nor any Landlord affiliate shall be liable for any deficiency.

26. Parking. Tenant(s) agrees that parking will be done in designated areas marked for vehicular parking and in an orderly manner to prevent congestion on the street. Tenant(s) further agree not to park on the grass or in any areas designated No Parking or for emergency vehicles. Landlord or its agents reserve the right to tow any vehicles improperly parked or parked on the grass. Landlord reserves the right to assign a parking space to a Tenant, which may not be directly next to Tenant's Cottage. Unassigned tenant parking may also not be directly next to Tenant's unit and is determined by availability.

27. Pets. Evidence of pets without a paid in full non-refundable Pet Fee, monthly Pet RENT and a fully executed Pet Addendum shall be grounds for a \$500.00 fine and/or immediate termination of the Lease. Under no circumstance will more than two (2) pets of any kind be allowed in any Dwelling Unit. Tenant shall pay a monthly Pet RENT in the amount of \$30.00 per pet as Additional RENT. There are no pro-rations of the Pet RENT (for example, if a Pet is approved and allowed on the 27th day of the month, then \$30.00 shall be immediately due and then \$30.00 on the first of each subsequent month paid as Additional RENT when the regularly scheduled RENT is drafted.) Tenant is obligated to pay the monthly Pet RENT for the duration of the Lease Agreement, and there will be no reimbursement of Pet RENT during the Lease term. The non-refundable Pet Fee (\$350.00) does not apply to damages to the property in any instance. Landlord may revoke permission at any time if Tenant(s) fail to comply with any of the terms of the Lease and/or Addendum or if Landlord finds the premises in an unclean, dirty manner or infested with fleas, ticks, etc. Landlord, Landlord's agents, and workman shall have complete access to the entire premises and shall not be limited by pet(s). Tenant is required to properly dispose of pet waste while on the property (proper disposal includes waste disposed of in a bag and immediately placed into a trash receptacle. Tenant will be subject to a \$50.00 penalty per instance of violating the Pet waste disposal policy. These pet provisions do not apply to Service or Assistance Animals; see applicable Service or Assistance Animal policy which must be pre-approved by Landlord upon Tenant's request for accommodation.

28. Subject to Covenants & Restrictions. Tenant understands that the property is a master development, Hooper Hollow is subject to the Declaration of Condominium and the rules set forth therein. Tenants agree to be bound by said Declaration or Covenants and understand that the rights under this Lease are subject to the rights, responsibilities, covenants, and authority granted in the Declaration or Covenants. Tenant agrees to indemnify Landlord for any damages, fines, or violations of said Declaration as a result of Tenant or their guests during the term of this Lease. Any fines charged to Lessor by the Association during the Term of this Lease shall be the responsibility of the Tenant and Roommates and Additional RENT.
29. Alteration of Property. Tenant shall make no alteration, addition, change or improvement (including painting) to the leased premises without the specific written approval in advance from Landlord. Tenant will not cut, alter or otherwise mar or damage any of the walls, floors, plaster, woodwork or any other part of the premises and shall make no alterations or repairs, without first obtaining written approval of the Landlord. Landlord assumes no responsibility for the costs of Tenant's improvements and all improvements become the property of the Landlord at the end of said tenancy. Any fixture placed on the premises without the Landlord's consent, becomes the Landlord's property upon termination of this tenancy.
30. Option To Sell Property. Landlord or the Lessor, if different, reserves the right to sell the property during the term of this Lease and assign the Security and Damage Deposit less any RENT, Additional RENT, and damages owed to the Landlord as of the date of conveyance to the Purchaser or its property management company. In the event that the property is sold or becomes under contract of sale by Lessor during the term of this Lease, the Lessor reserves the option to terminate this Lease at the end of the term of this Lease or earlier.
31. Guarantee. Tenant must provide Landlord the attached legally binding Lessor or sponsor's Guarantee of Tenant Obligations ("Guarantee"). The Guarantee must be delivered to Landlord within seven (7) days of Tenant signing this Lease. Landlord may cancel this Lease if Tenant does not provide the Guarantee to Landlord within the timeline prescribed herein. Tenant will not be allowed to Move In the Leased premises without a completely executed Lease, Autodraft Form (and voided check) and an original notarized Guarantee. If Tenant does not have a signed Guarantee form, Tenant is still liable for all RENT.
32. Collection. Tenant(s) hereby authorize Landlord to use reasonable and necessary means, including any consumer reporting agency, current and previous employer, current and former landlord, law enforcement agency, any check authorization agency, and state employment security agency to release all information any of them may have about a Tenant. Tenant hereby releases all of these parties, including but not limited to the Landlord and any agency designated by Landlord, from any liability in connection with release of such information to co-Tenant, their representatives or Guarantors, including information about nonpayment of RENT or any amount due herein. TENANT hereby authorize Landlord to obtain and hereby instructs any consumer reporting agency designated by Landlord to furnish a consumer report under The Fair Credit Reporting Act to Landlord to use such consumer report in attempting to collect any amounts due and owing under this Lease Agreement or the Guarantee or for any other permissible purpose.
33. Subordination. Tenant's rights under this Lease are all expressly subordinate, junior and inferior to the lien of any mortgage or deed of trust currently or in the future in effect against real estate and/or buildings of which the Dwelling Unit or Premises are a part. The foregoing subordination shall be self-operative and no additional documentation shall be needed to effectuate the same.
34. Delay in Giving Possession. It is agreed that Landlord shall not be responsible or liable to pay any damages, or, be held liable to Tenant(s) if Landlord cannot give possession of the UNIT on the lease commencement date, for any reason other than force majeure. If Landlord is unable to give possession of the UNIT to Tenant(s) on the date when the Lease is to commence, the RENT will be abated on a daily basis during the delay. Landlord shall not be liable for any such delay in delivering possession of the UNIT to Tenant(s). Tenant(s) must pay RENT or additional charges for any part of a month that Tenant(s) has possession.
- b. Tenant may terminate the LEASE if possession of the UNIT is not given to Tenant(s) within 30 days of the LEASE commencement date. Tenant(s) must give notice of such termination to Landlord in writing before the 6th day after the 30 day period has expired. The Lease will continue if Tenant(s) does not give Landlord written notice that Tenant(s) is terminating the Lease pursuant to this paragraph, and Tenant's right to terminate the Lease shall

thereafter be null and void and all duties and obligations of Tenant under the Lease will remain in full force and effect.

Binding Effect. The Tenant's heirs, legal representatives, and sub-lessee(s) shall be bound by all terms of this Lease to the same extent as the Tenant. Tenant hereby covenants with Landlord and stipulates that Tenant (one and all) is not a minor and that this agreement is negotiated pursuant to procuring necessities. Failure on the part of the Landlord to insist upon the strict performance of any of the provisions of this Lease or the other instruments made a part hereof shall not constitute a waiver and shall not be construed as a relinquishment of Landlord's right thereafter to enforce such provision. This Lease and any document referenced herein, together with the Application, Acknowledgement of The Lease, Security and Damage Deposit Agreement; Cold Weather Instructions; Pet Addendum; Personal Guarantee of Tenant Obligations; Mold & Mildew Addendum, Rules and Regulations, and Authorization for Automatic Direct Payment, constitute the entire agreement between the parties unless otherwise endorsed in writing by all parties hereto and no representation by any party except as contained herein shall be of any force and effect. The Tenant acknowledges that by executing this Lease Agreement electronically or digitally that the Lease becomes binding as if wet ink signed and accordingly Tenant is obligated to the terms and conditions of the Lease Agreement. The Tenant acknowledges that it has had an opportunity to review this Lease on the Landlord's website prior to signing and has carefully read and understands the contents and obligations of the parties having had an opportunity to seek counsel or ask questions about this Lease and all previously mentioned addenda described herein. The parties further state that this is the entire integrated agreement and there have been no oral agreements or promises of repair or other work contemplated in consideration for the execution of this Lease. In the event of a contradiction between this Lease Agreement, addendums, and any document referred herein or related hereto, the Lease Agreement controls.

No provision of this Lease should be construed as an attempt by Landlord to avoid liability for negligence. If any provision of this Agreement should prove void or unenforceable by law, the other covenants and agreements not so affected shall continue in full force and effect.

This Lease and all addenda and documents referenced herein constitutes a binding and legally enforceable contract between Landlord and Tenant.

EXECUTED, THIS THE [System.Format(System.Date(), "d")] DAY OF [System.Format(System.Date(), "MMMM")], [System.Format(System.Date(), "yyyy")].

Landlord: The Cottages at Hooper Hollow

X

Landlord

Tenant:

X

Signature of

JOINT AND SEVERAL SECURITY AND DAMAGE DEPOSIT AGREEMENT

DATE: _____

RECEIVED FROM: [Contact.GreetingName()]

Security and Damage Deposit of [\$648.00] (\$324.00 of which is non-refundable)

Pet FEE of \$0.00 PER PET, (non-refundable)

Other deposit of \$0.00;

For a total of deposits and fees of [\$648.00] paid by Cash, Credit Card, or Check for the Lease of Dwelling Unit located at 2743 South Lamar Boulevard, of the Cottages at Hooper Hollow Condominium in Oxford, Lafayette County, Mississippi.

THIS IS NOT A RENT RECEIPT AND THE UNDERSIGNED AGREE(S) THAT SAID DEPOSITS, EITHER IN FULL OR IN PART, MAY NOT BE APPLIED AS RENT BY THE UNDERSIGNED. THE UNDERSIGNED FURTHER AGREE(S) TO PAY THE FULL MONTHLY RENT FOR THE ABOVE-DESIGNATED PREMISES ON THE FIRST DAY OF EVERY MONTH OF THE TERM OF THE LEASE, INCLUDING THE LAST MONTH. TENANT(S) HEREBY ACKNOWLEDGE, INDIVIDUALLY AND COLLECTIVELY THAT THE SUM TOTAL OF ALL SECURITY AND DAMAGE DEPOSITS COLLECTED FOR THE TENANT AND TENANT'S ROOMMATE UNDER THE LEASE ARE JOINT AND SEVERAL AND MAY BE APPLIED TO SECURE THE PAYMENT OF ANY SUMS DUE UNDER PARAGRAPH 14 OF THE LEASE, INCLUDING BUT NOT LIMITED TO, ADDITIONAL RENT, DAMAGES, LATE FEES, FINES, PENALTIES, AND INDEMNIFICATION OF COSTS INCURRED BY LANDLORD DUE TO TENANT'S FAILURE TO FOLLOW THE LEASE OR APPLICABLE LAWS AND ORDINANCES REGARDLESS OF ULTIMATE LIABILITY.

AT A MINIMUM, LANDLORD WILL RETAIN \$324.00 PER TENANT OF THE SECURITY AND DAMAGES DEPOSIT TOWARDS SUCH THINGS AS BUT NOT LIMITED TO, REPAIRS FOR NORMAL WEAR AND TEAR, REPAIRS OF MINOR DAMAGES AND NAIL HOLES, PAINTING, SPACKLING, OR GENERALLY FOR RESTORING THE PREMISES TO THE SAME CONDITION AS WHEN RECEIVED. ANY ASSESSED FEES OR FINES ASSOCIATED WITH THE RULES BELOW WILL BE DEDUCTED FROM THE "REFUNDABLE PORTION OF THE SECURITY AND DAMAGE DEPOSIT."

RELEASE AND REFUND OF THE BALANCE OF THE SECURITY AND DAMAGE DEPOSIT MONEY HEREBY POSTED WITH THE LANDLORD IS SUBJECT TO THE FOLLOWING:

1. Full term of lease has expired, on the date tenant(s) vacates the leased premises or turns off utilities prior to the expiration of said lease term, the Landlord may declare the entire deposit forfeited.
2. No damage beyond normal wear and tear and no excessive damage has occurred to the premises.
3. The leased premises are left in broom clean and in a rentable condition *i.e.* no personal items or effects, all food removed from refrigerator and all garbage placed on the street.
4. Under no circumstance will wall mounted TV systems be allowed. The window screens and screen porches are free from tears, holes, or other damage. Tenant will not apply temporary wallpaper in the Unit due to possible extensive damage caused to paint and walls. Tenant will also leave any command strips on walls for Landlord to remove during repairs.
5. No noticeable indentation or tears in resilient flooring and no broken tiles or countertops in the Unit.
6. The floors must be without stains, scratches, odor from pets or other soils, and in general, undamaged. Wood flooring must be covered by carpet or rugs by at least 70% and must not be scratched, gouged, stained, or otherwise damaged. Tenants will use FELT rug pads only on flooring (no rubber rug pads should be used in the Unit).
7. The plumbing in and on the leased premises must not have been damaged from failure of the Tenant(s) to comply with the terms of the Cold Weather Instructions and further must not have been clogged or stopped up from the following having been put into the sewer/drain system: feminine hygiene products, paper products or any kind (excepting toilet paper), grease or cooking oils, pieces of plastic or metal, or any other item, not named, which caused the sewer/drain line(s) to become clogged.
8. No delinquent rent, fines, utility charges, Additional Rent, unpaid late fees or other unpaid charges are outstanding.
9. All keys and access cards to said leased premises have been tendered to the Landlord on the date the Tenant(s) vacates said Unit or on the date of expiration of the Lease term, whichever comes first. In the event the Tenant(s) change the door lock(s) without the written permission of the Landlord or fail to turn in the Landlord Original issued keys (no keys copied) upon Lease termination date, then Tenant(s) agrees to pay Landlord penalty of \$50.00 per door.

10. The cable modem and cable boxes furnished in the Dwelling Unit are owned by the cable/internet provider. If cable boxes, remotes, cable cords, or cable modem is taken from the Dwelling Unit, replacement costs for these items will be deducted from Tenant's Security and Damage Deposit.

11. The oven, refrigerator and the stove must be cleaned and not damaged. After the refrigerator has been cleaned and ALL food removed, the refrigerator breaker switch should be turned to the off position and the refrigerator door left open so as not to cause mildew. Please be advised that leaving certain food in a refrigerator without the power on could cause a total loss and replacement of the refrigerator.

12. Tenants must change their air filters monthly. If Landlord discovers air filters over 45 days old then Tenants will be subject to a \$50.00 fine for the first occurrence, and \$100 for each subsequent occurrence. Failure to change air filters could further result in long term damage to HVAC system or growth of mildew and mold. Any HVAC repairs deemed by the HVAC technician to be caused by dirty filters or negligence by the Tenant(s) shall be the financial responsibility of the Tenant(s).

IN THE EVENT THE UNDERSIGNED REFUSE(S) TO EXECUTE A LEASE AGREEMENT THE DEPOSIT HEREBY POSTED SHALL BE FORFEITED AS LIQUIDATED DAMAGES TO THE LANDLORD. IN THE EVENT THE UNDERSIGNED DOES NOT ACCEPT DOES NOT TAKE OCCUPANCY OF THE ASSIGNED DWELLING UNIT THEN LANDLORD RESERVES ANY RIGHTS AND REMEDIES AVAILABLE IN LAW OR EQUITY IN ADDITION TO THE FORFEITURE OF THE DEPOSIT.

BY SIGNING THIS SECURITY AND DAMAGE DEPOSIT AGREEMENT, THE TENANT(S) REPRESENT AND ACKNOWLEDGE THAT THE PROPERTY WILL BE RENTED "AS IS" IN THE CONDITION AT THE TIME TENANTS OCCUPIES THE COTTAGE AND THE TENANT WILL HAVE THE OPPORTUNITY TO INSPECT ON THE MOVE IN DAY. LANDLORD HAS MADE NO OTHER PROMISES OR INDUCEMENTS TO TENANT(S) AS TO CHANGES OR REPAIRS TO THE LEASED PREMISES. LANDLORD IS NOT REQUIRED OR OBLIGATED TO PROVIDE PHOTOS, INVOICES OR OTHER DOCUMENTATION OF DAMAGES OR COST OF REPAIRS RETAINED FROM THE REMAINING BALANCE OF THE SECURITY AND DAMAGE DEPOSIT.

Accepted and acknowledged on this the

[System.Format(System.Date(),"d")][System.NumberSuffix(System.Format(System.Date(),"d"))] day of
[System.Format(System.Date(),"mmmm")], [System.Format(System.Date(),"yyyy")].

Landlord: The Cottages at Hooper Hollow

X

Landlord

Tenant:

X

Signature

COLD WEATHER INSTRUCTIONS

When you leave the leased premises for protracted periods, remember to leave on sufficient heat to keep the temperature inside your residence at least 60 degrees. When the outside temperature plunges to 30 degrees or below or when a strong wind is associated with sub-freezing temperatures, you must also allow a small stream of water to run from both the hot and cold water lines serving the kitchen sink, bathroom lavatory tub/shower. Do not turn the faucets on more than a stream. Cabinet doors under the kitchen sink and the lavatory should be open so that heat can reach the water lines. You should be aware, too, that water in commodes and drain lines will also freeze. Landlord has the right to enter the Dwelling Unit without notice (other than knock and announce) to adjust the Unit thermostat under extreme temperatures in order to prevent damage to the Property.

Be forewarned that only the protective/preventative measure cited above will work. Having the City shut off your water, or running water without leaving on heat, or leaving on heat without running water will not protect the water supply lines, drain lines and commodes properly, nor will any other measures short of strict compliance with the instructions set out in paragraph #1 above.

Pursuant to numbered paragraph 4 of your lease agreement you are responsible for protecting the leased premises from the effects of freezing damage during your tenancy and you will be held accountable for plumbing repairs and other damage which result from your failure to comply with this information. Please note that your responsibility extends to the end of your lease or, if you move before the end of your lease, then your liability shall continue until the next Tenant(s) assumes occupancy of or responsibility for the leased premises.

Accepted and acknowledged on this the

[System.Format(System.Date(),"d")][System.NumberSuffix(System.Format(System.Date(),"d"))] day of
[System.Format(System.Date(),"mmm")], [System.Format(System.Date(),"yyyy")].

Landlord: The Cottages at Hooper Hollow

X

Landlord

Tenant:

X

Sign or initials

PET ADDENDUM TO LEASE

1. Authorization of Pet(s): Landlord grants permission for Tenant(s) to keep the pet(s) described herein on the leased premises, but strictly subject to the terms and conditions of the Lease and this Addendum. This Pet Addendum does not apply to a service animals. In consideration of this permission, Tenant agrees to pay to Landlord a non-refundable Pet Fee and monthly Pet RENT per pet (see below). Landlord may revoke permission at any time if Tenant(s) fails to comply with any of the terms of the Lease and/or Addendum or if Landlord finds the premises in an unclean, dirty manner or infested with fleas, ticks, etc.
2. Pet Description: The Tenant(s) is permitted to keep the following pet(s) described herein on the property. The term "pet" refers to mammals, reptiles, birds, or fish. Under no circumstances will a pet be allowed in a unit with wood flooring. No more than two (2) pets of any kind will be allowed in any Dwelling Unit. Additionally, no cats or felines are allowed on the premises whether short term or otherwise.

Pet(s) Owner/Tenant: n/a Type of Pet(s): n/a
 Name of Pet(s): n/a Weight of Pet(s): n/a
 Age of Pet(s): n/a
 Please circle one:
 Is the Pet(s) spayed or neutered? YES or NO Are all pet(s) vaccination current? YES or NO

3. Pet Fee: A NON-REFUNDABLE Pet Fee of \$350.00 (Three Hundred Fifty Dollars and no/100) is required per pet and will be collected with the Security and Damage Deposit, but does not apply to damages to the property in any instance.
4. Pet Rent: In the amount of \$30.00 (Thirty Dollars and no/100) per pet per month shall be considered Additional RENT pursuant to the terms of the Lease.
5. Pet Control: Tenant(s) agrees to comply with all the applicable statutes, ordinances, restrictions, Condominium Association rules, and other enforceable regulations regarding pets, including licensing the pet(s) (if applicable). Tenant further agrees to: (i) keep pet(s) vaccinations current (ii) confine pet(s) when outside with either a leash or in a carrier (iii) promptly and properly remove any pet waste from the property. Tenant(s) shall take all reasonable action to insure that the pet(s) described herein do not violate the rights of another person on the Property. No breeding of pet(s) shall be permitted on the premises. Tenant(s) shall provide proper care, food, water and shelter for the pet(s) herein.
6. Tenant(s) Liabilities: Tenant(s) agrees not to utilize the green porch areas as a kennel or pet containment area and acknowledge that damage is likely to occur by doing so. Tenant(s) shall be responsible for all damages to the Leased Premises caused by the pet(s) described herein. If pet(s) damages exceed the dollar amount of the Security and Damage Deposit any and all additional costs must be paid by Tenant(s) immediately upon demand by Landlord. Tenant(s) are required to properly dispose of Pet waste while on the property (proper disposal includes waste disposed in a bag and immediately placed into a proper trash receptacle). Tenant will be subject to a \$50.00 penalty per instance of violating the Pet Waste disposal policy.
7. Landlord Access: Landlord, Landlord's agents, and workman shall have complete access to the entire premises and shall not be limited by pet(s) or service animals.
8. Default: If Tenant(s) breaches any provision in this Pet Addendum Landlord may exercise any or all of the remedies described under the Lease.
9. Restrictions: pet(s) shall not weigh more than 50 pounds. Landlord may enforce breed restrictions including the following – Pit Bull, Doberman Pincher, Rottweiler, Great Dane, Chow Chow, Presa Canario, Alaskan Malamute, Akita, Cane Corso, and Bull Mastif.

Landlord: The Colleges at Hooper Hollow

X	
	Landlord

Tenant:

X	
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Rules and Regulations

In order to provide for a congenial occupation of the Dwelling Units at Hooper Hollow and to provide for the protection of the investments, monetary and aesthetic values of the Leased Premises and the Lessor's interest therein, the use of the Dwelling Unit and Premises shall be restricted to and be in accordance with the following rules and regulations, covenants and use restrictions:

1. **Nuisances:** No nuisances shall be allowed upon the Dwelling Unit and Premises nor shall any use or practice be allowed which is a source of annoyance to Tenants or which interferes with the peaceful possession and proper use of the Dwelling Unit and Premises by its Tenants, and no immoral, improper, offensive or unlawful use shall be made of the Property, nor any part thereof. No private, public or other gathering of any type will be allowed if it constitutes a nuisance. Tenant(s) or their guests that engage in disrespectful, disruptive, obnoxious or threatening behavior to Landlord, Association or other Unit Owners or their guest shall be considered a nuisance and subject to applicable legal remedies, including early termination of the Lease.
2. **Leasing / Renting:** All leases must be in writing and made subject to the Declaration and other Condominium Documents and the jurisdiction of the Association evidenced by signed acknowledgment of all Condominium Documents by the Dwelling Unit Tenant. Any such lease shall contain a provision to the effect that the rights of the Tenant to use and occupy the Dwelling Unit shall be subject and subordinate in all respects to the provisions of the Declaration and By-Laws, and to such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Governors may from time to time promulgate. The Tenant expressly understands and consents that the rights of the Association are paramount to any such agreements with the Tenant and the Association shall have the absolute right to demand that the Tenant vacate the premises with thirty (30) days of written notice posted at the Dwelling Unit for any violation of the Condominium Documents.

In the event legal action becomes necessary to enforce this provision, the Tenant shall be responsible for the reasonable attorney fees and costs of court in bringing the Tenant or Dwelling Unit into compliance with the Declaration. The provisions of this subsection shall not apply to any institutional mortgagee of any Dwelling Unit who comes into possession of the Dwelling Unit by reason of any remedies provided by law, or in such mortgage, or as a result of a foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

3. **Alterations:** No Tenant or occupant shall paint, decorate or adorn the outside of the Dwelling Unit (including doors and windows) or install any canopy, awning, sign or radio or television or other antennae, or other equipment or fixtures without prior written consent of the Board of Directors of the Association. The Board may allow such fixtures only if they are not visible from the interiors of the Units and adjacent public streets. An exterior installation without the prior written consent of the association is liable to be removed without notice. Nothing shall be nailed or screwed to, hung, stuck or otherwise attached in any manner to any portion of the exterior of any Dwelling Unit, specifically including, but not limited to, planters, flag poles, wind chimes, hooks or rods. No statues, indoor furniture, shelving units, hunting or fishing gear, refrigerators, freezers, kegs, ice chests, Jacuzzis, hot tubs, swimming or wading pools, swing-sets, children toys, lawn chairs, boxes, crates or storage bins may be stored outside any Unit for any period of time. All grills, BBQ pits, porch furniture, and garbage cans must be kept inside the screen porch. Tenants are not allowed to hang towels, banners, sheets, etc. from the common area balconies and rails.
4. **Parking and Vehicle Regulations:** Each Dwelling Unit has been provided a minimum of one (1) parking space per bedroom as determined from time to time by the Landlord in cooperation with the Association. No parking on the lawn or grounds of the Property is permitted at any time by any mode of transportation. The Association reserves the right to have removed at the Tenant or their guest's expense any vehicles parked in any unauthorized manner. Bicycles may be stored in the Unit's private porch, but may not be stored on common area balconies.

No vehicle belonging to any Tenant, guest or visitor is to be parked in such a manner as to impede or prevent ready access to mail boxes, common areas, drives, private roads, entrances, or to other parking places. No vehicle shall occupy more than one parking space at a time.

- a) No trailer, camper, motor home, golf cart, travel trailer, utility trailer, POD/ personal storage container, 4-wheeler, 3-wheeler, off road motorcycle, pleasure/ski or fishing boat, boat motor or boat trailer, vehicle with more than six (6) wheels (with the exception of a moving or delivery vehicle in the active process of delivering or retrieving items) may be parked or stored in the parking areas or general Common Elements of the Property. If one is found to be

located on the Property, and not immediately removed, the Association shall have the absolute right to immediately have the same towed or otherwise removed from the Property, without notice, at the expense of the owner to which the non-compliant vehicle or piece of equipment is associated.

- c) No vehicles shall be left in a parking space or driveway in a non-operative condition for more than Seventy-Two (72) hours, nor shall there be any non-emergency repairs to vehicles in a parking space or driveway other than emergency situations to make a non-operative vehicle immediately operate.
- d) No recreational activities or games of any kind are allowed in the parking areas. Such activities are permitted only in, and confined to, grass-covered portions of the Common Elements, subject to previously defined limitations of damages to the lawn areas.
5. Porches: Tenant(s) are expected to maintain their front, and side and/or rear porches in a clean, safe and safe condition. Any and all furniture placed on the front porches must be exterior grade and approved by the Association. Any and all cushions or fabrics used to accessorize items on the porches or external areas must be of a solid color complimentary to exterior and in good repair. Any unsightly items or those in disrepair may be removed by the Association. No other items visible from the exterior of the patio shall be permitted without the prior written consent of the Association. No folding chairs of any fashion, whether canvas, plastic, metal or otherwise, shall be allowed on the exterior of the premises or on the porches. Porches are not to be used to house dogs or other pets. Landlord has right to require Tenant(s) to remove any hangings from the porches, which may include curtains.
6. Safety: No common walks or drives may be obstructed in any way. All side walks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Bicycles must not be ridden or left standing in any manner that might interfere with the full use of walkways by pedestrians.
7. Signs: No political or others signs, ads or solicitations of any type are permitted in or about the Condominium Property without the prior, express written consent of the Board of Governors of the Association. University of Mississippi flags and banners are allowed to be displayed on flag poles, but not in the windows of the Dwelling Units.
8. Windows: With the sole exception of a plant or unlit seasonal wreath, no Dwelling unit shall have displayed, hanging, stored, or use signs, stickers, emblems, insignias, pennants, flags, banners, ornaments, fixtures, foil, tinting material, clothing, sheets, blankets, laundry or any other items outside the unit, or which may be visible from the outside of the Dwelling unit without prior written consent of the Board of Governors of the Association; however, Holiday ornaments and University of Mississippi flags and banners are allowed to be displayed on the Dwelling Units during home game weekends. No fans, air conditioners, heaters or similar objects will be permissible in any window or door opening.
9. Window Treatments: No Dwelling unit shall use window treatments visible from the front exterior or rear exterior of the Dwelling Unit other than those approved by the Association. Plantation shutters will be allowed without Association approval. The Board may approve window treatments through the Association Rules and Regulations only if the window treatments are made applicable and uniform with all Dwelling Units. Wood Blinds will be allowed without the Association approval.
10. Noises: No Tenant, Guest, or visitor shall make or permit any disturbing noises in or around the surrounding houses or Common Areas of the Development. Musical instruments such as drums or cymbals or amplified electric instruments shall not be played at any time prior to 8:00 a.m. or after 8:00 p.m. or otherwise in anyway that disturbs other Tenants or neighbors.
11. Rules and Regulations: Additional regulations may be written and defined as Rules and Regulations concerning (and including) the use of the Dwelling Unit and Premises, in addition to those already contained herein or made a part of the Lease Agreement, and may be promulgated by the Association as herein set forth; provided, however, that copies of such new regulations are furnished to each Tenant prior to the time that the same become effective.
12. Guests: Short term occupants that are not Tenants and do not have a fully executed Lease Agreement. Tenant(s) are responsible for the conduct of their guests. Notify the Landlord or Association when you have guests visiting for more than two days. For security reasons we must know who is in and out of the Dwelling Unit and Premises. No keys are to be given out to anyone other than a parent or guardian. No guest may be allowed in the Unit or Bedroom, in any instance for more than seven (7) days during the Term.

13. Tenant(s) must inform Landlord or Association of any running toilets or leaking faucets. Tenant(s) are responsible for payment of any and all water bills incurred by the Tenant(s). Landlord is not responsible for and will not pay any water bills incurred due to running toilets or leaking faucets or otherwise. The plumbing lines are free from obstructions when Tenant(s) takes possession of the Leased Premises, and Tenant(s) are responsible for unclogging his/her own toilet or sink.
 14. Garbage: Tenants must remove all trash on a regular basis to the dumpster on the property. No trash is allowed on the front porch or the back porch. You are in violation of your lease if you have trash outside and not in a trash can. You will be charged \$25.00 per trash bag for the grounds keeper to remove.
 15. Keg parties or where there is a common source of alcohol are prohibited. At no time, without prior written approval from the Landlord and Association Manager may any dwelling have more than eight (8) guests.
 16. Locks/Lock Outs: A service charge of \$75 will be charged to change a lock at the request of the Lessee. There is a \$25 fee per a key for lost keys. Tenants are prohibited from adding, changing, or in any way altering locks installed on the door of the house. If Tenant finds it necessary to have authorized personnel unlock the unit after hours, Tenant will be charged a fee agreed upon at time of entry. If there is no one on the property to unlock your door, it will be necessary to call a locksmith and Tenant will be responsible for paying the locksmith's fees and any property damages that may be incurred by locksmith.
 17. Antennas: Radio, television, C.B. antennas, and satellite discs shall not be placed or erected on the roof or exterior of building without prior approval of Management.
 18. Telephone and Cable Hook-ups: The telephone may be placed only at previously wired location in the unit provided by the telephone company. Adding an additional line will be at the Tenant's expense. Drilling, cutting, or boring holes for wires is not permitted without written permission from Management. If you experience trouble with an existing telephone line, please report the problem to Management before calling a repairman. If you call a repairman without first calling in a maintenance order, you will be solely responsible for all charges incurred.
 19. NO SMOKING inside or within ten (10) feet of the Dwelling Unit under any circumstances. If there is staining on paint or strong smells of smoke then Tenants shall be responsible for repainting. Tenant(s) will be responsible for picking up all cigarette butts within ten (10) feet of the exterior of their Unit.
 20. Enforcement: The Association shall have the priority right of enforcement of the matters contained in the Declaration and the Rules & Regulations. Additionally, the Association and Landlord have the authority to enforce and collect fines from the Tenant(s). The Association and/or Landlord shall have the absolute right to assess a \$100.00 Fee against the Tenant(s) after one (1) prior written complaint of the same violation of restrictions contained in the Rules and Regulations or elsewhere in the Lease, or after two separate violations of different restrictions contained in the Rules and Regulations or elsewhere in the Lease. A legitimate complaint will consist of either a report from a law enforcement officer, or written, confirmed, and investigated complaint of other Tenant(s), the Landlord or a Property Manager. Any sums charged to the actual owner of the Leased Premises, whether such owner is made a party to the Lease or not, by the Association due to a Tenant(s) violation of the Rules and Regulations or Association's Condominium Declaration shall be charged to said Tenant(s) and collected along with all reasonable costs of collections and attorney fees.
 5. Legal Proceedings: Failure to comply with any of the terms of the Lease or Rules and Regulations, shall be ground for relief and may include, but is not limited to, an action to recover sums due for damage, injunctive relief, foreclosure of lien, and combination thereof, and which relief may be sought by the Association, or the Landlord.
- Attorney Fees.** In a proceeding arising because of an alleged default or breach by a Tenant(s) (including the guests, visitor or occupants of the Tenant(s)), the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.
7. All Grills, BBQ Pits, Smokers, Boiling apparatuses, or any open flame cooking, boiling, or frying device must be used a minimum of 10 feet away from all buildings and must be stored inside of screened porches while not in use.
 8. The Fitness Center, Pool Area and Clubhouse use is extended to those named as Tenant and their guests ONLY. Pool Area, Fitness Center, and Clubhouse privileges may be restricted anytime for any reason without notice by management.

All Tenants understand that the Fitness Center, Pool Area and Clubhouse are to be used at their own risk and sole responsibility and hereby agrees to hold the Owner, Landlord, Management Company and their contracted employees harmless. The Owner, Landlord, Management Company and their contracted employees do not assume any responsibility and/or liability for accident or injury in connection with such use. Number of guests are limited to TWO GUESTS per unit and any guest must be accompanied by a Tenant at all times while in the Fitness Center, Pool Area and Clubhouse. Tenants will be held responsible for all actions of their guests, including any damage to the property. Absolutely no activity in the pool area is allowed after dark. Hours of access are posted on the fitness center door and pool area entrance gates.

Accepted and acknowledged on this the
[System.Format(System.Date(),"d")][System.NumberSuffix(System.Format(System.Date(),"d"))] day of
[System.Format(System.Date(),"mmm")], [System.Format(System.Date(),"yyyy")].

Landlord: The Cottages at Hooper Hollow

X

Landlord

Tenant:

X

Sign or initial

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MOLD & MILDEW NOTICE, DISCLOSURE, AND DISCLAIMER
("Mold & Mildew Addendum")

MOLD: Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most Tenants are familiar with mold growth in the form of bread mold, and mold that grown on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet, or even wallpaper, or by building materials, such as drywall, wood, and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40° F and 100° F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

CONSEQUENCES OF MOLD: All molds are not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases, which may even be life threatening. However, experts disagree about the level of mold exposure that can cause health problems, and about the exact nature and extent of health problems that may be caused by mold. The Center for the Disease Control states that a causal link between presence of toxic mold and serious health conditions has not been proven.

WHAT THE HOMEOWNER CAN DO: The Tenant can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as any other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solution and most tile cleaners are effective in elimination or preventing mold growth.
3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or materials. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation coils (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. If mold should develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery, or carpet should be discarded. If the mold growth be severe, call on the services of qualified professional cleaner.

I/WE agree to report any moisture, mold growth or other suspected immediately to my landlord via email to admin@hooperhollow.com

DISCLAIMER AND WAIVER

Whether or not you as a Tenant experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a Landlord or Owner must be limited to things that we can control. These items are related to plumbing leaks not caused by You negligently, recklessly or intentionally. We will not be responsible for any damages caused by mold growth by some other agent, that may be associated with current or latent defects in the Home, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects or any other effects. Any implied warranties, including an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

This notice, disclosure, and disclaimer agreement is hereby appended to and made a part of the Lease Agreement. The consideration for this agreement shall be the same consideration as stated in the Lease. Should any term or provision of this agreement be ruled invalid or unenforceable by court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of the notice, disclosure, and disclaimer agreement. I have carefully read and reviewed its terms, and I agree to its provision.

Landlord: The Cottages at Hooper Hollow

X

Landlord

Tenant:

X

Sign or initial

COVID-19 RELEASE & HOLD HARMLESS AGREEMENT

No one has been unaffected by the COVID-19 pandemic. The Centers for Disease Control and Prevention ("CDC") considers COVID-19 to be highly contagious. Millions of COVID-19 infections have been confirmed throughout the United States. As your landlord, we have taken steps to assist residents experiencing financial or health issues due to the virus and will continue to do so. But there is only so much we can do to mitigate the impact of this pandemic. The primary responsibility for your health and well-being is your own. Many quality resources available to assist you with staying safe and healthy, such as those from the CDC. Additionally, we urge you to obey local, state, and federal laws, regulations, and recommendations, such as those pertaining to the use of face masks and social distancing. The risk from COVID-19 is real and the danger is significant.

It is impossible for your landlord to prevent or guarantee that you will not be exposed to disease-causing organisms, such as COVID-19, on or during the use of the rental properties and amenities. Your mere presence on the property involves a certain degree of unavoidable risk that could result in illness, quarantine requirements, permanent disability, or death.

With full knowledge of the risks involved, by signing below you confirm that you release, waive, discharge, indemnify, agree to hold harmless, and covenant not to sue The Cottages at Hooper Hollow (landlord), its agents, contractors, employees, officers, owners, affiliated companies, successors and assigns, and vendors from and against all claims for damages and liability directly or indirectly resulting from exposure to disease-causing organisms, such as COVID-19, and contaminated objects, as well as personal contact with other tenants and guests. This release covers alleged negligence, active or passive, of the landlord but does not apply to intentional acts. This release is intended to be as broad as possible; if any portion thereof is held invalid, it is, agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read the foregoing COVID-19 RELEASE & HOLD HARMLESS AGREEMENT and understand its contents including the fact that I am giving up valuable legal rights. I am at least eighteen (18) years old and fully competent to give my consent. I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed with full intention to be bound by the same, free from any inducement or representation. I voluntarily assume all risks related to exposure to COVID-19. This waiver will remain effective throughout the term of my lease agreement including any renewals and until the COVID-19 pandemic is resolved.

Landlord: The Cottages at Hooper Hollow

X

Landlord

Tenant:

X

Sign or Initial