

This on-campus residential lease ("Lease") is made by and between Campus Town Educational Association. ("Owner") and \_\_\_\_\_ ("Resident") (and parent or guardian if the Resident is under 18 years of age) for occupancy in a Unit (as defined below) located in Campus Town ("Residential Facility"), a residential student housing community located on the campus of The College of New Jersey ("College"), and through full execution hereof the parties agree as follows:

- 1. OWNER'S AGENT.** Owner has hired Capstone On-Campus Management, LLC ("Agent") as its property manager to conduct and handle all business for the Residential Facility. This includes addressing select Resident issues, establishing and enforcing this Lease and the policies and procedures of the College and the Residential Facility, and collection of Rent and Additional Rent (each as hereinafter defined). Unless otherwise agreed upon by Owner and Agent, the Agent will handle all matters regarding issues, policies and procedures outlined in the College's policies for College housing ("College Housing Policies"). Note that when the term "Owner" is referenced herein, Agent is authorized to act on Owner's behalf. Additionally, reference to Agent herein shall also include any successor agent designated by Owner.
- 2. GENERAL CONDITIONS.** Resident's rights under this Lease to occupy the Unit are conditioned upon and subject to Resident's full compliance with the terms and conditions of this Lease, Campus Town Resident Handbook, the College Housing Policies and all rules, regulations, procedures and responsibilities stipulated within the College undergraduate and graduate catalogs, "Resident Handbook", newsletters or announcements, and other relevant College documents as identified. The Residential Facilities are provided as a service to students of the College and are unique to the College community. This Lease is personal to Resident and is not transferable by Resident, nor shall Resident have any rights to assign its rights under this Lease or sublet the Unit, and any such transfer, assignment or sublease shall be null and void. Agent may make changes to the policies and regulations governing the Residential Facility by giving Resident a minimum of seven (7) days written notice before changes become effective with the exception of those changes that will have an impact on the health and/or safety of persons living in the Residential Facility. Implementation of health and/or safety changes will be immediate. Failure to comply with the terms of this Lease may result in termination of the Lease. Owner and Agent are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. Owner and Agent encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin. It is understood that certain authority is reserved to the College under this Lease for the purpose of enforcing College Housing Policies, including in particular the Resident Handbook, and protecting the health and safety of students and the College community.
- 3. LEASE TERM.**

**Academic Lease:** The Lease Term shall begin on August 28, 2016 (the "Start Date") and shall end on May 19, 2017 (the "End Date").

**RENT.** This Lease serves as a final notice of payment deadlines and amounts due. **Bills, invoices, or statements will not be sent.** "Rent" shall be based on the Lease Term and Unit assigned and is payable as follows:

**The total amount of Rent due during the Academic Lease Term is \$11,310 (plus the other Additional Rent as identified in this Lease). Rent is payable in one of the following payment options (please select one):**

**Academic Year Lease:**



- **Option A: (10) installments payable as follows; the first installment of \$ 1131 due on August 1st, with remaining installments of \$ 1131 due on or before the 1st day of each month thereafter during the Lease Term.**
- **Option B: Two (2) equal installments of \$5655, payable as follows: the first installment due on August 1, 2016 or before, remaining installment is due on January 1, 2017.**

Rent includes a single bedroom within a furnished apartment and includes all utilities, cable, Wi-Fi, and wired internet. Rent shall be paid as selected above by Resident, payable in advance on or before the dates specified above to Owner/Agent at the on-site Residential Management office or such other address as designated in writing by Owner/Agent. Rent is payable by personal check, cashier's check, certified check, money order, or by any alternate electronic method which Owner/Agent chooses to make available in the exact amount due. No second party checks will be accepted. Agent will not accept or hold any partial payment of Rent or Additional Rent (as defined herein) in the form of multiple checks per resident, for any purpose or at any time, except that multiple checks will be accepted only if written for the total sum due and delivered in a sealed envelope to Owner/Agent on or before the installment due date, which is listed in the payment options.

The late fee and insufficient funds fees described below, the Service Fee (defined below), and any other fees, charges and expenses to be paid by Resident under this Lease shall be collectively referred to herein as "Additional Rent".

- a. **MAILED PAYMENTS:** Personal checks may be delivered or mailed to the following address: Campus Town Residential Management Office, 600 Campus Town Drive, Ewing, NJ 08618
- b. **ELECTRONIC PAYMENT OF INSTALLMENT:** Residents who select to pay Rent online on the website for the Residential Facility, ([www.campustowntcnj.net](http://www.campustowntcnj.net)), with a credit card will incur a nonnegotiable 2.5% convenience fee of the payment amount. Under no circumstances will the 2.5% convenience fee be waived by Agent/Owner as this online installment payment service is supported by a third party company. If a Resident elects to pay with a "bank draft" through the Resident Portal, then they will not be charged any convenience fee as such payment service is free. Resident is hereby notified that in order to set up a bank draft, bank account and routing number information must be submitted. Residents who pay with a debit card but process it through the Resident Portal as a credit transaction will still incur the 2.5% convenience fee. Therefore, the best way to avoid this fee is for Resident, or person submitting payment on behalf of Resident, to submit appropriate bank account information on the Resident Portal. Although an electronic payment has been submitted, Owner/Agent reserves the right to not accept the payment if it is not the total sum of installment due on the account, and such occurrence shall be an Event of Default.
- c. **INSTALLMENT DUE DATES:** Resident shall pay Owner/Agent the installments of Rent as specified above on or before each of the due dates. Bills, invoices, or statements will not be sent. This Lease is a notification of payment due dates. Installments are determined based on a yearly contractual amount equivalent to a daily charge multiplied by the amount of days in the Lease Term. The total amount is then divided by equal installments over the applicable installment period.
- d. **PAYMENT OF INSTALLMENT:** Resident shall pay Owner/Agent installments of Rent as stated in this Lease without diminution, deduction, demand or set-off and said obligation to pay the installments shall be independent of any other covenant herein. Installments shall be paid in the amount or greater than the amount stated for the Unit selected in the opening paragraph to this Section 3. Checks tendered for installments shall be made payable to "**Campus Town Educational Association**" or "**CTEA**." Payments will be accepted by Owner/Agent during posted business hours. Except as may otherwise be required by law, or by Owner/Agent,



all installment payments made by Resident to Owner/Agent shall be by check, money order, Visa or MasterCard, if said service is available at the time the installment is due. Visa and MasterCard payments are acceptable through the online payment system only. All payments must be tendered in US funds. Resident shall pay the Installment at the on-site Residential Management office or at such other place as may be designated by Owner/Agent. In the event the installment is not received at the on-site housing office prior to the close of business on the third (3rd) day following the due date, Resident shall pay a late fee, which shall constitute Additional Rent, equal to the lesser of (i) fifty dollars (\$50) for installments received on the fourth (4th) day and an additional five dollars (\$5) per day if the installment is not received or (ii) the maximum amount allowable under applicable law. If the third (3rd) day of the month falls on a Saturday, Sunday, or legal holiday, the installment must be received prior to the close of business of the first (1st) business day prior to the weekend or holiday. Resident's failure to pay any installment of Rent or Additional Rent when due shall constitute an Event of Default hereunder, and, in addition to any other remedies under this Lease, Owner/Agent shall have the right to terminate this Lease. Resident further agrees that Owner/Agent has the exclusive right to determine how Resident's payments are applied towards the outstanding monetary obligations of Resident under this Lease. Delivery of Rent and Additional Rent to Owner/Agent is the sole responsibility of Resident.

e. **INSUFFICIENT FUNDS.** There will be an insufficient funds fee of \$50.00 for each insufficient fund check returned by Resident's bank, which shall constitute Additional Rent. Thereafter, all future installments and charges shall be paid only in the form of cashier's check or money order.

f. ,

g. **GUARANTY.** Agent requires, as a condition of this Lease, a binding continuing guaranty of lease (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by Agent. Agent reserves the right to terminate this Lease as described in Section 13 in the event such Guaranty is not fully executed and returned to Agent within fifteen (15) days from the date of execution of this Lease by Resident, or if such Guaranty is not fully executed and returned to Agent prior to occupancy, whichever occurs first. Resident understands that the Guaranty must be obtained directly from the parent or sponsor and that Agent reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease is a necessity of Resident and that Resident shall be fully bound by all of the terms and conditions hereof irrespective of Resident's age or legal status. The execution of the Guaranty constitutes an additional assurance to Agent of the performance of the covenants of the Lease and shall not be construed as a release of Resident's responsibilities and obligations hereunder.

**5. RESERVATION FEE.** A Reservation Fee of \$300 must be paid at the time of or prior to signing this Lease ("Reservation Fee"). The Reservation Fee is forfeited and nonrefundable if the Lease is cancelled or terminated for any reason, in addition to the remedies outlined in Section 13. If the Lease is not cancelled or terminated, the Reservation Fee will be applied toward Resident's first installment of Rent.

**6. INDEMNIFICATION AND INSURANCE NOTICE.** Neither Owner nor Agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, the Residential Facility or any part thereof, unless such damage or injury is the result of the negligence or willful misconduct of Owner or Agent, their agents or employees. If desired, resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Resident understands that neither Owner nor Agent's insurance cover Resident's belongings from losses not caused by Owner or Agent's negligence and Owner and Agent strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Resident may choose, at his/her own risk, to leave personal property in his/her Unit during holidays/breaks/low occupancy periods.



However, Agent and Owner strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.

- 7. REQUIRED ENROLLMENT IN THE COLLEGE.** Resident's rights to occupy the Unit and use the Residential Facilities under this Lease are expressly conditioned upon and subject to Resident being admitted and enrolled in good standing as an undergraduate, graduate, or special student of the College (the "Required Enrollment Status"). It shall be an Event of Default under this Lease if Resident at any time during the Lease Term is not satisfying the Required Enrollment Status. Any failure by Resident to satisfy the Required Enrollment Status shall not release Resident from its obligations to pay Rent and Additional Rent under this Lease. The Resident grants permission to the Owner/Agent to request and receive information from the College, and for the College to release information regarding GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement. Resident may also need to provide this information from their College account.
- 8. OCCUPANCY.** Occupancy means that a key has been issued to Resident for a specified room located in a specified unit ("Unit") and Resident may then occupy the designated room and Unit for the Lease Term, subject to Resident's compliance with the terms of this Lease. Occupancy begins upon issuance of a key to Resident and ends twenty-four (24) hours after Resident completes final exams, or at 6:00 PM on the last day of the Lease Term whichever is earlier. Written authorization from Agent is required for any other occupancy arrangement. Occupancy status does not require the actual physical presence of Resident or his/her belongings. If Resident has occupied the assigned Unit, Resident must follow proper check-out procedures to avoid late check-out and/or lock change fees. In the event that any item(s) of personal property are left in the Residential Facilities after this Lease has been terminated, Agent will provide written notice to Resident at Resident's last known address (which may be Resident's address at the Residential Facility) and will store the items in a place of safekeeping. If Resident has not claimed the items within 33 days after the date of mailing of such notice, Agent will consider these items to be abandoned, and Agent may keep or dispose of such items in accordance with applicable law without liability to Resident or anyone else.

In the event Resident does not timely vacate the Unit following termination of this Lease, Resident shall be deemed a tenant at sufferance and shall be liable to Owner/Agent for holdover rent in an amount equal to the lesser of (i) 200% of the Rent due under this Lease and (ii) the maximum holdover rent allowable under applicable law. If Agent shall commence legal action as a result of Resident's holding over, Resident shall also be liable to Agent for any and all court costs and reasonable attorney's fees incurred by Agent as a result.

- 9. CHECKOUT / DAMAGES / UTILITIES.** If Resident has occupied the assigned Unit, Resident must follow proper checkout procedures to avoid additional check-out and/or lock change fees. Property remaining in the Residential Facility after termination of the Lease will be considered abandoned and discarded in accordance with Section 8. The holdover Rent as described in Section 8 above may be added for Residents failing to check-out by the published deadlines. At the discretion of Agent, damage charges will be assessed to the responsible resident(s); Unit damages may be shared among Unit occupants; and damages within common spaces may be split among Units within that floor. Damages identified by Agent are final and conclusive. Excessive utility charges will be assessed against the responsible Units and the residents thereof. Fees and assessments charged under this Section 9 shall be Additional Rent due under this Lease.
- 10. ASSIGNMENT OF SPACE.** This Lease is for an available Unit within the Residential Facility, as assigned by Agent prior to occupancy, and is not for a specific Unit. Requests for mixed gender housing requests must be agreed upon and fill the occupancy availability of the Unit. Roommate requests are not guaranteed, including mixed gender roommate requests. If an individual in a mixed gender apartment is approved to cancel their lease, the remaining lessees of the apartment may be reassigned to other same gender apartments. With approval from the Agent, room changes may be permitted (at a charge of \$100, for any reason). Agent and Owner reserve the right to make changes



in assignments. If Resident moves to a different Unit without the prior approval of Agent, Resident will be assessed a \$300 improper Unit change fee and may be expected to return to his/her original assignment. Agent reserves the right to require Resident to move to a different Unit for reasons including, but not limited to: 1) assuring the most effective use of the Residential Facility (including consolidation and allocation of handicap equipped spaces), or 2) when College officials and/or Agent deem it advisable for the welfare and benefit of Resident and/or other students, or 3) when repairs and maintenance are required to correct a condition dangerous to the health and/or safety of Resident or other residents. The Americans with Disability Act (ADA) prohibits discriminatory actions with respect to the design, construction, and operation of residential facilities. As such, reasonable efforts must be made to accommodate accessibility needs. In accordance with the Uniform Federal Accessibility Standards (UFAS), a certain percentage of Units must be made available for persons with mobility impairments. Resident is hereby notified that you may be assigned to a Unit with features designed for persons with mobility impairments. Residents with mobility impairments may have the shower curbs in these units removed upon request. Lease cancellations will not be approved due to not receiving requested roommates.

**11. FAILURE TO OCCUPY.** If Resident shall abandon the Unit voluntarily or involuntarily, such abandonment shall be an Event of Default and, in addition to Owner/Agent's other remedies following an Event of Default, Agent shall have the right to re-lease the Unit upon such terms as Agent in its discretion may deem reasonable and advantageous; and, in the event of such re-leasing, Resident shall be and remain liable for any deficiency in Rent, expenses incident to such re-leasing, damages which Agent may sustain by virtue of Resident's abandonment and any other Additional Rent due. In the event of Resident's abandonment of the Unit or failure of Resident to occupy the Unit, Agent shall have the sole and exclusive right to assign a new resident to the Unit. Agent has no obligation to obtain permission from Resident to assign a new resident to the Unit, nor does Agent have any obligation to inform Resident of any new resident assignment or move in. Examples of abandonment of the Unit include, but are not limited to, return of keys, written cancellation request or failure to check in within seven (7) days of the Start Date.

**12. EVENTS OF DEFAULT.** Each of the following shall constitute Events of Default under this Lease:

- a. Failure by Resident to make payments of Rent and Additional Rent when due, it being expressly acknowledged by Resident that the execution of this Lease is sufficient notice of the dates when Rent due;
- b. Failure by Resident to comply with any of the other provisions of this Lease;
- c. Abandonment of the Unit by Resident;
- d. Failure by Resident to comply with the College Housing Policies or any applicable local, State or Federal laws;
- e. Failure by Resident to satisfy the Required Enrollment Status as set forth in Section 7, or if Resident is disciplinarily suspended or dismissed from the College;
- f. Any fraud, forgery, misrepresentation or omission by Resident in connection with this Lease; and
- g. Any other event that is specifically identified as an Event of Default under this Lease.

**13. OWNER/AGENT'S REMEDIES.** In the event an Event of Default has occurred, in addition to any other remedies provided in this Lease or available at law or equity, Owner/Agent shall have the right to:

- a. Re-enter the Unit and upon giving twenty-four (24) hours' written notice to Resident, terminate this Lease, in which case Resident shall remain fully responsible for its obligations to pay Rent and Additional Rent due



hereunder and shall be obligated to pay to Owner/Agent a termination fee in the amount of \$500 (the "Termination Fee"); and/or

- b. Accelerate and declare the Rent for the entire Lease Term immediately due and payable, and Owner/Agent may proceed to collect the Rent due for the entire Lease Term; and/or
- c. Re-enter and take possession of the Unit and re-lease the same without terminating this Lease, and such re-entry and re-leasing shall not discharge Resident from liability for Rent nor any other obligation of Resident under the terms hereof, and such re-entry shall not bar the right of recovery of Rent or damages for breach of covenants, nor shall the receipt of Rent after an Event of Default be deemed a waiver or forfeiture of rights or remedies. Except as required by law, Owner/Agent shall not be required to provide any written demand or notice of any Event of Default hereunder in order to re-enter the Unit upon an Event of Default; and/or
- d. Institute a lawsuit or action to enforce its rights under this Lease; and/or
- e. Declare Resident ineligible to Lease space in the Residential Facility in the future.

All rights and remedies available to Owner/Agent by law, including but not limited to those described herein, shall be cumulative and concurrent, and exercise by Owner/Agent if any one right or remedy shall not prevent Owner/Agent from exercising any other rights or remedies available to it. Resident shall be liable to Owner/Agent for any costs and expenses, including court costs and reasonable attorney's fees, incurred by Owner/Agent in enforcing its rights under this Lease.

**14. EXECUTION OF THE LEASE.** This Lease is deemed accepted and effective upon execution by Agent only if the Lease has been signed by Resident (and parent or guardian if Resident is under 18 years of age) without any change to the terms of the Lease, and Agent is in receipt of the Reservation Fee.

**15. CANCELLATION BY RESIDENT.**

a. **CANCELLATION OF AGREEMENT PRIOR TO START DATE.** This Lease is a legally binding agreement. By signing this Lease, Resident assumes responsibility for the terms, conditions and obligations contained herein. Residents who wish to cancel must do so in writing by submitting the "Lease Cancellation Request form". Approved requests prior to July 1<sup>st</sup> will incur a \$500 cancellation fee, in addition to forfeiting their \$300 reservation fee. Residents who cancel on or after July 1 will incur a \$1000 cancellation fee, in addition to forfeiting their reservation fee. **Release is not granted until a completed lease is signed by a qualified applicant.** Residents whose cancellation requests are not approved are obligated to the full terms of this Lease, including liability for the full payment of Rent and Additional Rent.

b. **CANCELLATION OF AGREEMENT AFTER START DATE.**

- i. **CANCELLATION.** This Lease is effective on the Start Date, whether or not Resident takes occupancy of the Unit. Resident is obligated to pay Rent and Additional Rent until the End Date. All cancellations following the Start Date will incur the Termination Fee.
- ii. **SUSPENSIONS/EVICTIONS.** Residents who become no longer eligible to reside in the Residential Facility due to violations of the terms of this Lease or for failure to maintain the Required Enrollment Status as described in Section 7 above will remain responsible for all of the obligations of Resident under this Lease, including the obligation to pay Rent and Additional Rent. If Resident is evicted following an Event of Default under this Lease, Resident will no longer be permitted to reside in or visit



the Residential Facility. If, based upon reasonably reliable information, Owner/Agent or College officials determine the Resident may pose a threat to the safety of self or others and/or to the stability of normal educational functions of the College, Resident may be temporarily suspended and removed from the Residential Facility at the discretion of Owner/Agent or College officials pending the outcome of a judicial or administrative hearing.

- 16. NOTICE REGARDING CONSTRUCTION AND TEMPORARY HOUSING.** Phase 2 of Campus Town (Building 8 and 9) is currently under construction and Owner expects every unit to be available on the scheduled opening date of August 28, 2016. If for any reason Resident's Unit cannot be occupied on this date, Owner will provide Resident with alternate accommodation near the campus of the College (the "Temporary Housing") or make other arrangements pending completion, all at Owner's sole discretion. Agent will provide notice to Resident of such Temporary Housing or other arrangements at Resident's permanent address and email provided in the rental application no later than August 22, 2016. This Lease will remain in full force and effect during Resident's occupancy of the Temporary Housing and the rent due hereunder will be due without adjustment or reduction. When Resident's Unit is ready for occupancy, Owner will relocate Resident to Campus Town.
- 17. PHOTOGRAPH RELEASE.** Resident gives permission to Owner and Agent, to use, without liability or remuneration, any photograph or photographic image taken of Resident while participating in Agent/College sponsored events, or while Resident is in the common areas, public spaces, grounds, buildings, or offices of the Residential Facility. The use of Resident's photograph or photographic image shall in no way be used other than for legitimate business purposes.
- 18. PACKAGE RELEASE.** Resident authorizes Agent to accept or reject packages, parcels, and deliveries on behalf of Resident. Resident hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Resident also understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Resident agrees to hold Agent free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Resident understands that if such packages, parcels or deliveries are not claimed within seven (7) days, they may either be returned to the sender or treated as abandoned property in accordance with applicable law.
- 19. CELLULAR/WIRELESS INTERNET SERVICE RELEASE.** Resident acknowledges that Owner and Agent do not guarantee any specific cellular or wireless internet signal levels will be available in all areas of the Residential Facility.
- 20. AIR QUALITY/MOISTURE CONTROL.** Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. To prevent or minimize the occurrence and growth of mold, Resident hereby agrees as follows: Resident shall remove any visible moisture accumulation in or on any surfaces within the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures and to mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and to keep climate and moisture in the Unit at reasonable levels. Resident shall clean and dust the Unit regularly, and shall keep the Unit (particularly the kitchen and bathroom), clean and dry. Resident shall promptly notify Agent in writing of the presence of any of the following conditions: a water leak, excessive moisture, or standing water inside the Unit or any common areas; mold or mildew growth in or on the Unit that persists after Resident has tried to remove it with household cleaning solution, such as Lysol or Pine-sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach; a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit. Resident shall be liable to Agent for damages sustained to the Unit or to another resident's person or property as a result of Resident's failure to comply with these terms.



- 21. REQUIRED MENINGITIS VACCINE FOR RESIDENTS.** New Jersey state law requires that students residing in college housing be vaccinated against meningitis. Resident may be exempted from this requirement if Resident objects thereto in a written statement signed by the Resident (or parent/guardian if Resident is under 18 years of age), explaining how the administration of immunizing agents conflicts with the Resident's religious tenets or practices. Proof of vaccination or Resident's written objection thereto must be on file in the Residential Facility management office prior to Occupancy.
- 22. PETS.** Pets are not permitted in or about the Unit except for animals assisting disabled or handicapped persons and fish in an aquarium of a 10-gallon size or smaller. If a pet is found in the Unit, the following will apply:
- a. First: A written warning will be issued specifying the complaint and Resident will be required to pay a \$100 charge. The pet must be removed from the Residential Facility immediately. Resident will also pay the costs of cleaning and/or replacing of carpet and any Unit furnishings damaged by the pet(s) and Resident will pay the costs incurred by Owner/Agent for pest control treatment.
  - b. Second: Upon a second violation, Resident will pay a \$200 charge together with the cleaning, replacement and pest control costs referred in Section 19(a) immediately above, and it shall be an Event of Default under this Lease.
- 23. ROOM ENTRY AND INSPECTION CONDITIONS.** Agent reserves the right to conduct an administrative search of Resident's room and/or Unit in the case of a health emergency. In addition, when there is reason to believe that a specific violation of this Lease, Resident Handbook is taking place, Owner/Agent and College officials shall have the right to enter Resident's room and/or Unit. Further, Owner/Agent and College officials shall have the right to enter/inspect all rooms or Units under the circumstances outlined in this lease and College Resident Handbook.. Owner/Agent shall have the right to enter a room and/or Unit to perform maintenance and assess any potential damages.
- 24. RELEASE OF LIABILITY AND INDEMNIFICATION.** Owner and Agent shall not be liable for any personal conflict of Resident with co-residents, Resident's guests or invitees, or with any other residents that reside at the Residential Facility. Owner and Agent shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner or Agent; and Resident hereby expressly waives all claims for such death, injury, damage or loss. Resident agrees to indemnify, defend and hold harmless Owner and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Resident, Guarantor and Resident's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct of Owner or Agent. All personal property placed or kept in the Residential Facility, or in any storage room or space, shall be at Resident's sole risk and Owner and Agent shall not be liable for any damages to, or loss of, such property. Resident is encouraged to secure apartment-dwellers', renters or similar insurance to cover any damage or loss to personal property kept by Resident in or about the Residential Facility and Owner and Agent shall not have any liability with respect to the same.
- 25. KEYS.** Keys and Key Fobs are the property of Owner and must be returned at the end of Resident's occupancy. Charges of Twenty Five dollars (\$25) per key or key Fob will be assessed for keys requiring replacement. Lost keys (front door or bedroom), or keys that are not returned by the End Date will result in a lock core change/reprogram at an additional charge of One Hundred dollars (\$100). Resident agrees not to duplicate, distribute or loan keys to others.





Resident agrees not to alter any locks or install additional locks. Resident may request a receipt for all keys returned to Agent.

26. **SMOKING:** Smoking, including all electronic cigarettes, is strictly prohibited in the Unit and all common areas of the Premises. Smoking is only permitted outside buildings at a distance greater than 10 feet from the building. Candles, incense and hookahs are prohibited in all areas of the Residential Facility.
27. **FORCE MAJEURE.** If Owner or Agent's performance under this Lease is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond Owner or Agent's control, then Owner and Agent shall be excused from performance under this Lease and will not have any liability in connection therewith.
28. **MISSING PERSONS POLICY.** Under federal law (The Higher Education Opportunity Act), Resident has the right to confidentially register the name and contact information of an individual that Resident would like to be contacted (within twenty-four (24) hours) if it is determined that Resident is missing from the Residential Facility and/or Resident's whereabouts are unknown for a period of twenty-four (24) hours or more.
29. **ALTERING LEASE DOCUMENT.** Resident understands that any modifications, changes, additions, or deletions of the terms of this Lease must be in writing and signed by both Resident and Agent in order to be binding. There will be no oral agreements between Resident and Agent.
30. **SEVERABILITY.** Should any court of competent jurisdiction find any part of this Lease invalid then only that part shall be so affected, and the remaining portion of this Lease shall remain in full force and effect.
31. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of New Jersey.
32. **LEASE COLLECTION POLICY.** The Lease Collection Policy is incorporated by reference and made a part of this Lease.

(Signature page to follow)



IN WITNESS WHEREOF, Agent and Resident have executed this Lease, to be effective as of the date of Resident's signature below.

RESIDENT

AGENT

Signature

Signature

Printed Name

Printed Name

Date

Date

RESIDENT'S PARENT/LEGAL GUARDIAN (if Resident is under 18 years of age)

Signature

Printed Name

Address

Date

City

State

Zip

PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS:

I agree to assume the financial obligations and abide by the other terms and conditions contained in this Lease. I understand that this Lease is for the entire Fall 2016 and Spring 2017 semesters at the College and that I am obligated financially for all Rent and Additional Rent due under this Lease during the Lease Term.

I understand that the Reservation Fee is non-refundable if this Lease is canceled or terminated for any reason prior to the end of the Lease Term, including, but not limited to, cancellation before enrollment or for loss of housing due to financial, academic or disciplinary ineligibility. I will also be subject to fees and other Additional Rent as described in this Lease.

I understand that Agent has the right to reassign Units, rooms and/or roommates if deemed necessary in the best interest of the Residential Facilities or Owner and that I am responsible for the charges for the Unit and room where I am re-assigned.

I have read all of the provisions of this Lease and assert that I am in compliance with the Required Enrollment Status and all other eligibility requirements. I understand that this Lease will be terminated (as described in Section 12) should I be found to have misrepresented my Required Enrollment Status or eligibility.

