

Campus Town Development – Residential Component
Private Student Housing on the Campus of the College of New Jersey
Fall 2025 – Spring 2026

Introductory Letter – Lease Application Acknowledgment and General Information

Dear:

This letter shall serve as confirmation that your housing application has been conditionally accepted. The next step to secure your housing assignment at Campus Town is to complete the accompanying leasing packet, which consists of an Apartment Lease Agreement and a Guaranty. The instructions and information in this letter should be carefully reviewed and the directives followed in order to secure your housing at Campus Town. In order to take advantage of this leasing offer and to procure a bedroom with an apartment type (one bedroom, two bedroom, or four bedroom) of your preference, please be advised as follows:

Please be mindful that the Resident and the Guarantor will be jointly and individually responsible for all obligations under the Apartment Lease Agreement.

Lease Agreement Packet:

The Lease Agreement packet must be completed and signed in the following sequence. First, you, as the prospective Resident (or your Parent/Legal Guardian, if you are less than 18 years of age), must complete, sign, and submit/return the accompanying Apartment Lease Agreement, making certain that all Statements on page 16 are thoroughly reviewed and initialed. Once completed, signed, and initialed, the person you designated as your Guarantor on your housing application will receive the Apartment Lease Agreement packet for completion and execution of the Guaranty.

Resident of Lease

Residency at Campus Town Development is restricted to students at The College of New Jersey (“TCNJ”) only that are:

- Matriculated full-time students;
- Incoming freshmen that will be attending TCNJ on a full-time basis; or,
- Incoming freshmen participating in TCNJ’s Pathway Program (3 courses in the Fall semester and matriculate to full-time upon successful completion of the Fall Semester)

In addition to the above qualifications, the student is subject to the below criteria:

- Residency requires continued enrollment at TCNJ in a degree-bearing program. If at any point during the Fall or Spring semester a Resident is not enrolled in at least one (1) credit hour at TCNJ, their lease will be terminated and they will no longer be eligible for continued residency. The Resident shall remain financially responsible for all rents payments until the earlier of the Unit being re-rented, or the end of the current semester.
- No additional occupants are allowed under the Lease. Each Resident at Campus Town Development must have entered into their own lease.
- Unless the Resident is under eighteen (18) years of age, the Resident shall be the primary contact for the property manager in the event of issues with the Lease, residency or otherwise. **If a Resident is having any issues with their Lease, Unit or any other matters related to their residency at Campus Town Development, the Resident must contact the property management office.**
- Residents under eighteen (18) years of age must contact the property management office in order to finalize the Lease so that their Guarantor may sign the requisite additional signature block at the end of the Lease.

Guarantor of Lease

All Campus Town Apartment Lease Agreements **MUST** be guaranteed by an appropriate Guarantor.

- **The Resident is responsible for contacting the office** with any questions regarding billing, payment, questions or concerns.



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- A **Guarantor** serves as a co-signer of the Apartment Lease Agreement and is legally bound by all terms and conditions of the Guaranty and the Apartment Lease Agreement.
- Full Social Security Numbers of the Resident and Guarantor are required, because, in the event of a default in rent payments, there may be a need to submit the delinquent account to a collection agency, or for other legal action to be initiated against the Resident and/or the Guarantor. After Social Security Numbers are entered, they will be concealed by *** asterisks, for privacy. Copies of the signed Apartment Lease Agreement and Guaranty will display asterisks where SSNs have been entered.

Renter's Insurance

- Landlord **highly recommends** that ALL Residents obtain "Renters Insurance," which will provide protection against casualty damage to the Resident's personal property and liability coverage against claims made against the Resident/Guarantor for events occurring within the Apartment Unit.

Leasing Administration and Processing Fee:

The Landlord no longer imposes a Lease Reservation Fee. However, there is a \$100 Leasing Administration and Processing Fee, which is **non-refundable** and is not applied to any rental charges. The Leasing Administration and Processing Fee will be used to defray costs and expenses associated with the initial administration and processing of apartment lease agreements and guarantee transactions.

Payment Options:

One Payment (in full) each Semester – Fall and Spring; **OR** Eight (8) Equal Monthly Installments (8) – Four (4) Payments in the Fall, and Four (4) Payments in the Spring. Please refer to the provisions of the accompanying Apartment Lease Agreement for further details.

Office Location:

Please feel free to visit us at the Campus Town Management Office – 600 Campus Town Drive – Suite 300, Ewing, NJ 08638.

Don't forget to visit our website at www.campustowntcnj.net. Check out our social media connections: You must FOLLOW to be in the KNOW!!!

Instagram - @campustowntcnj Facebook - @campustownattcnj TikTok - @campustowntcnj

If at any point you have questions, please do not hesitate to contact us at: campustown@campustowntcnj.com, or via phone at 609-273-7925.

Sincerely,

Campus Town Management Staff

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Apartment Lease Agreement

This Apartment Lease Agreement (“Lease”) is made by and between Campus Town Education Association Inc. (the “Landlord” or “CTEA”) and _____ (“Resident”) or (Parent or Legal Guardian of Resident, if the Resident is under 18 years of age) for Occupancy (as defined in Section 10 herein) in a Unit and Room (identified in Section 10, below, or in a Rider attached hereto and made a part hereof) located in the Residential Component of the Campus Town Development (“Residential Facility”). The Residential Facility is an independently owned and operated residential housing community located on the campus of, and catering to students enrolled at, The College of New Jersey (“College” or “TCNJ”). The Landlord and Resident (or Parent or Legal Guardian of Resident, if applicable, e.g. the Resident is under 18 years of age) are sometimes referred to herein, collectively, as the “Parties,” with each sometimes being referred to, separately, as a “Party.” By execution of this Lease, the Parties hereto agree to the following terms and conditions for Occupancy in the residential Unit and Room covered by this Lease.

1. **LANDLORD’S AGENT.** Landlord has hired PRC Management Co., Inc. (“Agent”) as its property manager to conduct and handle all business operations for the Residential Facility and reserves the right to replace the Agent at any time during this Lease without the consent of Tenant. The Agent’s duties, responsibilities, and authority encompass and extend to: (i) addressing Resident issues; (ii) enforcing this Lease and the policies and procedures of the Landlord (and the College that may be applicable to Residents and the Residential Facility); and (iii) collection of Rent and Additional Rent (as each term is defined herein). Note that when the term “Landlord” is referenced herein, Agent is fully authorized to act on Landlord’s behalf. Additionally, reference to Agent herein shall also include any successor agent designated by Landlord.

2. **GENERAL CONDITIONS.** Resident’s right to occupy the Unit and Room under this Lease is **expressly conditioned on and specifically subject to** the Resident, at all times, being a either (a) a full-time, matriculated student at TCNJ, (b) incoming freshmen that will be attending TCNJ on a full-time basis, or (c) incoming freshmen participating in TCNJ’s Pathway Program (3 courses in the Fall semester and matriculate to full-time upon successful completion of the Fall Semester), and the Resident’s right to occupy the Unit and Room is further **conditioned upon and expressly subject to** Resident’s full compliance with the terms and conditions of this Lease and the Campus Town Resident Handbook. The Residential Facility is **NOT** part of the College or the College’s inventory of student housing. As indicated above, the Residential Facility is independently owned and operated, therefore, while the Resident is subject to the TCNJ housing policies, rules, regulations, procedures, and responsibilities established by the College (as contained in undergraduate and graduate catalogs, newsletters, announcements, or other College documents) in the event of a conflict between the Landlord’s housing policies, rules, regulations, procedures, and responsibilities and those of the College, the Landlord’s shall be controlling. Of course, as with every TCNJ student, all residents are subject to all non-housing College policies, rules, regulations, procedures, requirements, protocols, and responsibilities. Housing in the Residential Facility is provided as a service to students of the College and is unique to the College community. This Lease is personal to Resident and is **NOT** transferable by Resident, and the Resident is **NOT** permitted to assign his or her rights under this Lease or sublet the Unit, and any such transfer, assignment, or sublease shall be **immediately null and void in its entirety**, subject to the provisions of Section 15 hereof. Resident understands and agrees that a violation of this provision is grounds for the termination of Resident’s Lease for cause. Agent may make changes to the policies and regulations governing the Residential Facility by giving Resident a



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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, which may become effective upon shorter notice, or immediately, as determined by the Landlord, in its reasonable judgment. Failure to comply with any of the terms of this Lease may result in termination of the Lease.

3. **LEASE TERM.** The Term of this Lease is for the full academic year of the College. The Lease Term shall begin on Saturday August 23, 2025 (the “Start Date”) and shall end on Wednesday May 20, 2026 (the “End Date”), except that graduating Residents who will be participating in the 2026 Commencement ceremony shall be eligible to stay until Friday May 22, 2026. However, actual “move-in” dates and actual commencement of occupancy of the Unit and Room, as well as final, mandatory “move-out” dates shall be established and posted (with Notice to the Resident) by the Landlord. For Residents staying for the Commencement ceremony, Residents must fully vacate the Unit and Room by 7:00 PM on the date they are required to move out. Residency pursuant to this Lease is NOT governed by College operations. This Lease shall remain in place and in full force and effect irrespective of the manner in which the College elects to conduct classes (in-person, remote, hybrid, or otherwise).

Residents may request an early move-in, however, the early move-in date(s) shall be determined by the Landlord in its sole and absolute discretion. The availability of early move-in dates may be impacted by summer programs and summer session housing. Early move-in dates will only be available on a first come, first served limited basis.

4. **RENT.** This Lease serves as a final and definitive notice of payment dates, deadlines and amounts due. Bills, invoices, or statements are **NOT** required and will **NOT** be sent to Resident (or Parent or Legal Guardian of Resident, if applicable). For account information and to make payments online, please log on to the Landlord’s residential housing Portal at:

<https://campustown.starrezhousing.com/StarRezPortalX>

5. Rent shall be based on the type of Unit and Room designated in and governed by this Lease and is payable in eight (8) installments, payable as follows: the first installment is due on or before August 1, 2025, with the next three installments being due on or before the 1st day of September, October, and November 2025, respectively; AND the fifth installment shall be due on or before January 1, 2026, with the final three installments being due on or before the 1st day of February, March, and April 2026, respectively. However, an entire semester or entire lease year may be fully paid at any time.

[Rent Payment Schedule is on the Following Page]



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Below is the Payment Information for each Apartment Type for 2025/2026 Academic Year:

Apartment Type Resident Selected: _____

Apartment Type	Room Rate Rent Schedule	Room Rate Cost (Per Person)	Payment Dates (Month/Day)	2025/2026 Academic Year Cost
Four Bedroom; 4 Bedrooms/2 Bath	Monthly	\$1,862.00	(2025) 8/1, 9/1, 10/1, 11/1 (2026) 1/1, 2/1, 3/1, 4/1	\$14,896.00
Four Bedroom; 4 Bedrooms/2 Bath	Semester	\$7,448.00	8/1 (2025) and 1/1 (2026)	\$14,896.00
Two Bedroom; 2 Bedrooms/2 Bath	Monthly	\$2,141.00	(2025) 8/1, 9/1, 10/1, 11/1 (2026) 1/1, 2/1, 3/1, 4/1	\$17,128.00
Two Bedroom; 2 Bedrooms/2 Bath	Semester	\$8,564.00	8/1 (2025) and 1/1 (2026)	\$17,128.00
One Bedroom; 1 Bedroom/1 Bath	Monthly	\$2,344.00	(2025) 8/1, 9/1, 10/1, 11/1 (2026) 1/1, 2/1, 3/1, 4/1	\$18,752.00
One Bedroom; 1 Bedroom/1 Bath	Semester	\$9,376.00	8/1 (2025) and 1/1 (2026)	\$18,752.00

Rent **includes** all utilities, cable, Wi-Fi, and wired internet. Rent is due and payable **in advance** on the dates specified in the foregoing Schedule for the payment option selected. Rent is payable to Agent at the on-site Residential Management office, or at such other address as designated in writing by Agent. **Rent is NOT based on square footage.**



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Apartment diagrams used in marketing are artist renderings and, thus, subject to change and variations. Individual bedrooms may *vary in square footage* based on the architectural design and layout of each building/Unit. Rent may be paid by personal check, cashier's check, certified check, money order, or by any alternate electronic method that Agent chooses to make available. **NO endorsed second party checks (checks made payable to a second party and endorsed over by such second party) will be accepted.**

6. **ADDITIONAL RENT.** The Late Fee, Insufficient Funds Fee, Convenience Fee and any other fees, charges and expenses required to be paid by Resident under the terms of this Lease shall be collectively referred to herein as "Additional Rent".
- a. **MAILED PAYMENTS:** Personal checks made payable to Campus Town Education Association, Inc. or CTEA must be hand-delivered or mailed to the following address: Campus Town Residential Management Office, 600 Campus Town Drive, Suite 300, Ewing, NJ 08638. Mailed payments shall be credited to the account on the day they are received by the Landlord. **The Resident is advised to make any mailed payments well in advance of the due date to avoid Late Fees as a result of postal service delay.**
 - b. **CONVENIENCE FEE – ELECTRONIC PAYMENT OF INSTALLMENT:** A Resident may elect to pay Rent or Additional Rent online on the Residential Facility website (www.campustowntcnj.net) with a credit card. Each transaction will incur a nonnegotiable 2.95% Convenience Fee based upon the payment amount. The amount of the Convenience Fee is subject to change. The Convenience Fee is a third-party provider fee and cannot be waived. Resident has the option to elect to pay an installment online with a "bank draft" or "electronic check" to avoid the Convenience Fee. In order to set up a bank draft payment, Resident must provide a bank account and routing number. Any payment with a debit card, but **processed as a credit transaction**, will incur the Convenience Fee. Failure to pay the total sum due for any installment shall be an Event of Default. It is the sole responsibility of the Resident to ensure electronic payments are made in a timely manner. The Resident is advised to verify via the portal the sending of electronic payments on or before the due date to avoid Late Fees.
 - c. **LATE FEE:** Resident shall pay the full amount due in U.S. funds at the on-site Residential Management office or at such other place as may be designated by Agent or online on or before the payment due date. In the event any amount due, including Additional Rent, is not received by Agent prior to the close of business on the third (3rd) day following the particular payment due date, Resident shall pay a Late Fee equal to the lesser of: (i) fifty dollars (\$50.00) for installments received on the fourth (4th) day and an additional five dollars (\$5) per day if the installment is not received until thereafter; or (ii) the maximum amount allowable under applicable law. If the third (3rd) day following the payment due date falls on a Saturday, Sunday, or legal holiday, the amount due must be received prior to the close of business of the next business day. Resident further agrees that 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 Agent is the sole and singular responsibility of Resident. Residents that fail to pay any accrued Late Fees within twenty (20) days from the imposition of the first outstanding Late Fee shall be subject to eviction proceedings. Residents that fail to pay any accrued Late Fees prior to the end of the Spring semester may not be eligible for a new Lease at the Residential Facility until all accrued Late Fees are paid in full. If a Resident has entered a new Lease for the



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Residential Facility with any past due balance, including Late Fees, the Resident will not receive their keys until the past due balance is paid.

- d. **RETURNED PAYMENT.** Any returned payments caused by the Resident or the Resident's banking institution, including but not limited to insufficient funds, incorrect account information, or stopped payments, shall be subject to a Returned Payment Fee of fifty dollars (\$50.00) for each returned payment returned by Resident's bank or other payment platform or modality (e.g., paper check, electronic check or alternate electronic method, credit card, debit card, or other medium) charged to the Resident's account. If a payment is returned or rejected for insufficient funds, the Agent has the right and option to require all future installments and charges to be paid by Resident solely in the form of a cashier's check or money order.
 - e. **FINANCIAL AID.** If Resident intends to apply a portion of Resident's financial aid or scholarship monies to the Rent and wants to request a delay in payment until such funds become available, Resident must complete and submit Resident's Financial Aid Agreement along with supporting documentation to Agent, which Agent, in its sole discretion, may approve or deny. The proof of any commitment to pay, by the financial aid institution, reasonably satisfactory to the Landlord, must be received prior to the deadline established in the Financial Aid Deferment Policy, otherwise the Resident will be charged Late Fees as set forth in 6(c) above, until such proof of commitment is received. The Financial Aid Deferment Policy will be available on the student portal and updated as necessary.
 - f. **GUARANTY.** This Lease is conditioned upon a suitable Guarantor providing a binding continuing guaranty of lease (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord, through the Agent or otherwise, 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 after 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. The Guaranty must be obtained from and signed by the Parent or Legal Guardian (or responsible sponsor) of Resident. Agent reserves all permitted and lawful rights for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease sets forth legal and binding obligations of Resident and Resident shall be fully bound hereby. Further, the execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of the Lease, including payment obligations, and shall not be construed as a release of Resident's responsibilities and obligations hereunder.
- 7. LEASING ADMINISTRATION AND PROCESSING FEE.** The Landlord no longer imposes a Lease Reservation Fee. However, there is a \$100 Leasing Administration and Processing Fee, which is **non-refundable** and is not applied to any rental charges. The Leasing Administration and Processing Fee will be used to defray costs and expenses associated with the initial administration and processing of apartment lease agreements and guarantee transactions.
- 8. INDEMNIFICATION AND INSURANCE NOTICE.** Neither Landlord nor Agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, Room, the Residential Facility, or any part thereof, unless such damage or injury is the result of the gross negligence or willful misconduct of Landlord or Agent, their agents, or employees. The Landlord highly recommends that the Resident acquire



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insurance coverage. **The Landlord recommends fire, extended coverage, and liability insurance with respect to his/her contents of the Unit and Room.** Resident shall be responsible to acquire any desired insurance coverage. If the Resident acquires insurance coverage, the Landlord and PRC Campus Centers, LLC requests that each be included as additional insureds under the liability insurance policy. **Resident understands that neither Landlord nor Agent's insurance covers Resident's belongings from losses not caused by Landlord or Agent's negligence.** Agent recommends that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Agent recommends and encourages Resident to lock doors and to take other measures to secure his/her own personal property at all times. Resident may, at his/her own risk, leave personal property in his/her Unit or Room during holidays/breaks/low occupancy periods; but Agent suggests the removal of any and all valuable personal property during such periods.

- 9. REQUIRED ENROLLMENT IN THE COLLEGE.** Resident's right to Occupy the Unit and Room and to use the Residential Facility under this Lease are expressly conditioned upon and subject to Resident being admitted, enrolled, and in good standing, on a full-time basis, as an undergraduate or graduate 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 does not satisfy the Required Enrollment Status. Any failure by Resident to satisfy the Required Enrollment Status shall not release Resident from his/her obligations under this Lease. The Resident grants permission to the Agent to request and receive information from the College, and for the College to release information to Agent, to verify the Required Enrollment Status of the Resident, including but not limited to GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement. Upon written request of the Agent, Resident agrees to provide Agent with all information reasonably requested to prove his/her Required Enrollment Status.
- 10. OCCUPANCY/HOLDOVER.** Occupancy shall mean, and shall **NOT** occur until, a key has been issued by the Agent to Resident for Room Number _____ (the "Room"), located in or forming part of Unit _____ (the "Unit") in building _____. Upon the issuance of a key by Agent, 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 on the final, mandatory "move-out" date established and posted (with Notice to the Resident) by the Landlord, or within twenty-four (24) hours after Resident completes his/her final exams for the Spring Semester, whichever occurs sooner. Written authorization from Agent is required for any other occupancy arrangement. Occupancy does not require the actual physical presence of Resident or his/her belongings. In the event Resident does not timely vacate the Room or Unit following termination or End Date of this Lease, Resident shall be deemed a tenant at sufferance and shall be liable for holdover rent in an amount equal to the lesser of: (i) 200% of the Rent due under this Lease (prorated for the holdover period); or (ii) the maximum amount allowable under applicable law. If Agent shall commence legal action as a result of Resident's holding over, Resident shall also be responsible to pay for any and all court costs and reasonable attorney's fees incurred by Agent as a result, which shall be considered and deemed Additional Rent under this Lease.
- 11. CHECKOUT / DAMAGES.** If Resident has occupied the Room and Unit designated herein, Resident must follow proper checkout procedures to avoid additional check-out and/or lock change fees. Personal property of Resident that remains in the Room, Unit, or Residential Facility after termination of the Lease will be considered abandoned and discarded, if not retrieved within 30 days of Agent's written notice to Resident at Resident's



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Home Address specified on page 17, below. At the discretion of Agent, Room and/or Unit damage charges, if any, will be assessed to the responsible resident. The Resident is responsible for all damage to his/her Room. If the actual cause of Unit damage cannot be ascertained, the expense of such Unit damages may be allocated among all Unit occupants. **NOTE: the Residents are required to repair or pay for the costs to repair all damages caused by affixing and/or removing anything hung from or attached to the walls or light fixtures, including but not limited to drill holes, peeled paint or drywall, or dents. Any damages to the drywall exceeding ½” in diameter shall be repaired by the Landlord at the Resident’s expense.** Furthermore, damages within common spaces on a particular floor may be allocated among all units/rooms on said floor, unless responsibility for damage is admitted by a particular resident or residents. All impositions for the repair of damaged property shall constitute Additional Rent under this Lease and are due and payable to Agent within 15 days of Agent’s written demand to Resident for payment of same. Agent’s reasonable determination of the cost to correct damages shall be considered final and conclusive. Any excessive utility charges will also be imposed as Additional Rent and will be assessed against the responsible units and split among the residents of such units. Such charges shall be due and payable to Agent, as Additional Rent, within 15 days of Agent’s written demand therefor to the Resident.

If a Resident vacates a Room/Unit before the Lease End Date, the Resident, in addition to being and remaining liable for any and all outstanding and unpaid Rent and Additional Rent, shall be responsible for the cost of having the Room/Unit prepared for the next resident. In addition to any damage/cleaning or additional preparation costs, the vacating Resident shall be responsible to pay, as Additional Rent, a \$300.00 turnover administration fee. See Section 15 regarding **requests** for early Lease termination.

- 12. ASSIGNMENT OF ROOM/UNIT.** This Lease is for Occupancy of a Room (bedroom) and a portion of a furnished Unit of the Residential Facility (unless the Unit is a single-bedroom unit), as designated in Section 10 of this Lease. **The foregoing notwithstanding, the landlord and Agent shall have the absolute right to change the Room and Unit specified herein that may be required for purposes of consolidation of occupancies, to achieve a necessary reassignment of occupants, or for other necessary reasons.** In that regard, the designation of a specific Room or Unit herein, and roommate requests, including mixed gender roommate requests, are not and cannot be guaranteed. Requests for mixed gender housing must be expressly agreed upon by all occupants and completely fill the occupancy availability of the Unit. If an individual in a mixed gender apartment is approved to terminate a lease, the remaining residents of the unit may be reassigned to other same gender apartments. This Lease cannot be terminated based on a failure to receive requested roommates. Upon a request submitted to the Agent and payment of a \$100 administrative fee by Resident, Agent, in its sole discretion, may approve changes in Room and/or Unit assignments. Only Agent is permitted to make Room/Unit assignment changes and Agent reserves the right to make such changes as it deems necessary and appropriate. If Resident changes his/her unit assignment without the approval of Agent, Resident will return to his/her original Unit assignment and agrees to pay an assessed fee of \$300 for Agent’s costs and expenses involved in the unauthorized change of Unit. **Agent reserves the right to require Resident to move to a different Room/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, or 4) when conflicts between Residents of a Unit cannot be reasonably resolved through mediation**



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by the Landlord. **Conflicts between Residents of a unit are subject to mediation by the Landlord. By signing this Lease Residents are agreeing to participate in mediation by the Landlord for any reported conflicts. Residents that fail to participate in mediation required by this Lease shall be subject to eviction at Landlord's sole discretion.** Unless otherwise required by law the Landlord shall determine what if any actions will be taken in its sole and absolute discretion. The Americans with Disability Act (ADA) requires that accessibility needs be accommodated by Agent. Accordingly, if Resident has mobility impairment, Resident may request accommodations from Agent. Certain units of the Resident Facility are already equipped with certain accommodations and Resident should not remove or otherwise adjust such accommodations. Those needing ADA accommodations will not have early access to the apartment selection process. Accommodation requests will be processed as they are received. The request for an ADA accommodation does not guarantee that one will be given, or that any specific apartment type (i.e. 1-bedroom, 2-bedroom or 4-bedroom) will be accommodated, as the request for any such accommodation will be solely based on Landlord's availability of such Units.

RESIDENTS ARE REQUIRED TO FOLLOW ALL RULES AND REGULATIONS OF THE RESIDENTIAL FACILITY AND ARE ADVISED TO CAREFULLY REVIEW THE RESIDENT HANDBOOK. RESIDENTS MUST COMPLY WILL ALL ASPECTS OF THE GUEST POLICY, INCLUDING THE CONSENT REQUIREMENTS AND THE LIMITATIONS ON OVERNIGHT VISITORS.

13. FAILURE TO OCCUPY. If Resident shall abandon the Room and/or Unit voluntarily or involuntarily, such abandonment shall be an Event of Default and, in addition to other remedies following an Event of Default, Agent shall have the right to re-lease the Room and/or 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 or Landlord may sustain by virtue of Resident's abandonment and any other Additional Rent due. In the event of Resident's abandonment of the Room and/or Unit or failure of Resident to occupy the Room and/or Unit, Agent shall have the right to enter and take possession away from the Resident, by means of court proceeding or any other means permitted by law. Agent has no obligation to obtain permission from Resident to assign a new resident to the Room and/or Unit, and Agent does not have any obligation to inform Resident of any new resident assignment or move in. Examples of abandonment of the Room and/or Unit include, but are not limited to, return of keys, written request to terminate, or failure to check-in or pick-up keys within seven (7) days of the Start Date.

14. EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Lease:

- a. Failure by Resident to make any full and timely payment of Rent and Additional Rent when due;
- b. Failure by Resident to comply with any of the other provisions of this Lease;
- c. Failure of the Resident to take occupancy or Abandonment of the Room/Unit;
- d. Failure by Resident to comply with the Resident Facility rules and regulations or any applicable local, State or Federal laws pertaining to the Resident's occupancy;
- e. Failure by Resident at any time during the Lease Term to satisfy the Required Enrollment Status;



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- f. Any fraud, forgery, misrepresentation, or omission by Resident in connection with this Lease or Guaranty; and
- g. Any other event that is specifically identified as an Event of Default under this Lease.

15. REMEDIES UPON DEFAULT. If an Event of Default should occur, in addition to any other remedies provided in this Lease or available at law or equity, Agent and/or Landlord shall have the right to:

- a. Re-enter the Room/Unit to take possession upon giving proper notice as required by law, if any, and by means of summary dispossession proceedings or any other method permitted by law; and/or
- b. Accelerate and declare the Rent for the entire Lease Term immediately due and payable, and Agent may proceed to collect the Rent due for the entire Lease Term; and/or
- c. Collect from Resident all of the Landlord's expenses, including reasonable legal fees incurred in legal proceedings and otherwise to recover possession and all costs involved in re-renting and any difference between the Rent provided by this Lease (including fees and costs as described herein) and the rent received by the Landlord under the new lease, if any. All expenses of the Landlord pursuant to this Section 14 shall be considered Additional Rent; and/or
- d. Institute a lawsuit or action to enforce its rights under this Lease; and/or
- e. Declare any previously executed renewal of the Lease null and void; and/or
- f. Declare Resident ineligible to lease any Room/Unit in the Residential Facility in the future.

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

16. NO CANCELLATION.

- a. **REQUEST TO BE RELEASED FROM LEASE OBLIGATION PRIOR TO START DATE.** This Lease is a legally binding agreement, which cannot be terminated unilaterally by the Resident. A request by Resident to be released from lease obligation prior to Start Date must be in writing and in the form approved by Agent. A request to terminate this Lease prior to the Start Date will only be approved if the Resident or Agent is able to find a replacement resident who signs a new lease on the same terms and conditions as this Lease. Agent has no obligation to approve a request by the Resident for release from the Lease or to find a replacement resident.
- b. **REQUEST TO BE RELEASED FROM LEASE OBLIGATION AFTER THE START DATE.** This Lease is a legally binding agreement, which cannot be terminated unilaterally by the Resident. If, for any reason (including for foreign study programs or otherwise), the Resident seeks to



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terminate the Lease after the Start Date (at the end of the fall semester or at any other time), the Resident must submit a written request to the Agent, on a form authorized by the Agent, to be released from the Lease and the Lease obligations. A request to terminate this Lease after the Start Date will only be approved by the Agent upon the following conditions: (i) the Resident (or Agent) is able to find a replacement resident; (ii) the replacement resident (and an acceptable guarantor) must sign a *new* lease on the same terms and conditions as this Lease; and (iii) the Resident pays an administrative charge, in the amount of \$300.00, to the Agent, which will be used to clean and prepare the Room/Unit for the new resident. Even though the Agent may assist, the Agent has absolutely no obligation to approve a request by the Resident to be released from the Lease or to find a replacement resident.

c. **SUSPENSIONS/EVICTIONS.** TCNJ has full discretion to suspend and/or expel students from the College. In the event the College suspends or expels any Resident, that Resident will no longer be eligible for residency at the Residential Facility and will be required to vacate effective immediately with TCNJ's decision. Residents who are 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 9 above, will, nonetheless, 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, Landlord/Agent or College officials determine the Resident may pose a threat to himself, herself, or to the safety of 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 Agent or College officials pending the outcome of a judicial or administrative hearing. Removal of any Resident who does not willingly vacate after the Resident loses eligibility to reside in the Residential Facility shall be effectuated by eviction proceedings. **NOTE: LEGAL EVICTIONS WILL IMPACT A RESIDENT'S CREDIT REPORT AND MAY RESULT IN ADVERSE HOUSING DECISIONS IN THE FUTURE.**

17. NAME, IMAGE AND LIKENESS RELEASE. Resident gives permission to Landlord 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. Resident gives permission to Landlord and Agent, to use, without liability or remuneration, any statements, reviews or other commentary provided by the Resident to Landlord or Agent. Resident gives permission to Landlord and Agent, to use, without liability or remuneration, Resident's name for attribution to any photograph or photographic image taken of Resident, or any statements, reviews or other commentary provided by the Resident to Landlord or Agent. The use of Resident's name, image and likeness 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 other deliveries ("Packages") on behalf of Resident. Resident hereby acknowledges that accepted Packages may not be kept in a locked or otherwise secured area and may not be stored in a climate-controlled environment. **NOTE: THERE IS NO REFRIGERATED OR FROZEN STORAGE AVAILABLE. GROCERY, MEAL AND PREPARED FOOD DELIVERIES MUST BE PICKED UP AS SOON AS POSSIBLE AND LANDLORD SHALL NOT BE**



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RESPONSIBLE FOR ANY ITEMS THAT DEGRADE OR SPOIL AS A RESULT OF NON-REFRIGERATION OR DEFROSTING. RESIDENT EXPRESSLY PERMITS LANDLORD TO DISPOSE OF ANY GROCERY, MEAL OR PREPARED FOOD DELIVERIES WHICH THE LANDLORD REASONABLY DETERMINES HAVE SPOILED. Resident agrees to hold Agent harmless from any and all liability or responsibility for Packages should they be lost, damaged, or otherwise harmed. Furthermore, Resident understands that if such Packages are not claimed within seven (7) days of notice of delivery, Packages shall 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 Landlord and Agent do not guarantee or otherwise promise, in any fashion, that 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 occurrence and growth of mold and mildew within the Room and/or Unit. To prevent or minimize the occurrence and growth of mold and mildew, Resident hereby agrees as follows: (i) Resident shall remove any visible moisture accumulation in or on any surfaces within the Room/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; (ii) use exhaust fans in the kitchen and bathroom when necessary; and to keep climate and moisture in the Room/Unit at reasonable levels; (iii) Resident shall clean and dust the Room/Unit regularly and shall keep the Room and Unit (particularly the kitchen and bathroom), clean and dry; and (iv) Resident shall promptly notify Agent in writing of the presence of any of the following conditions: (a) any water leak, excessive moisture, or standing water inside the Room/Unit or any common areas; (b) mold or mildew growth in or on the Room/Unit that persists after Resident has tried to remove it with a household cleaning solution, (such as Lysol or Pine-sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach); and/or (c) a malfunction in any part of the heating, air-conditioning, or ventilation system in the Room/Unit. Resident shall be liable to Landlord and Agent for damages sustained to the Room and/or Unit, or to another resident's person or property, as a result of Resident's failure to comply with these terms.
- 21. PETS.** Pets are **NOT** permitted in or about the Room/Unit, except for fish in an aquarium of a 10-gallon size ***or smaller***. Upon proper documentation being supplied to Agent, service animals assisting a disabled or handicapped resident shall be excluded from the ***no*** pet rule. If an unauthorized pet is found in the Room and/or Unit, the following will apply:
- a. **First:** A written warning will be issued, specifying the violative conduct and Resident will be required to **pay a \$100 charge**. The pet must be removed from the Room/Unit and Residential Facility immediately. Resident will also pay the costs of cleaning and/or replacement of carpeting and any Room/Unit furnishings damaged by the pet(s) and Resident will pay the costs incurred by Landlord/Agent for pest control treatment, if any.
 - b. **Second:** Upon a second violation, Resident will pay a **charge of \$200 per day until such time as the unauthorized pet is removed from the Room/Unit and Residential Facility; PLUS**, the Resident shall pay for **all cleaning, property replacement expenses, and pest control costs, if any, referred in the preceding Section 20(a), above. FURTHER, A SECOND VIOLATION SHALL CONSTITUTE AN EVENT OF**



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DEFAULT UNDER THIS LEASE. Upon vacating the Room/Unit, the Resident is required to pay an **additional fee for an “anti- allergenic” special clean of the Room and/or Unit in preparation for the next resident.**

Notwithstanding the foregoing, if Resident intends to enlist the support of an Emotional Support Animal (“ESA”), Tenant shall provide the following to Landlord, prior to the ESA being allowed in the Room/Unit: (1) a certification from a physician, psychiatrist, social worker, or other mental health professional that such professional has been treating the Resident for more than ninety (90) days; (2) reliable documentation of a disability from the aforesaid physician, psychiatrist, social worker, or other mental health professional and that the Resident has a disability-related need for an assistance animal; and (3) reliable documentation from the aforesaid physician, psychiatrist, social worker, or other mental health professional that the animal provides assistance or emotional support that alleviates one or more of the identified symptoms or effects of an existing disability (the foregoing documentation in this Section 20 is referred to as “ESA Documentation”).

Landlord utilizes a third-party vendor (the “Vendor”) to review the authenticity and compliance of the ESA Documentation. The Vendor’s decision of any ESA Documentation is final and binding upon the Landlord and Resident. Resident may submit additional or replacement ESA Documentation, however, no ESA shall be placed in a Room/Unit until the provided ESA Documentation is approved and acknowledged by Landlord.

If Resident fails to provide approved ESA Documentation to Landlord **prior to** an ESA being placed in the Room/Unit, such ESA will be considered and constitute a “Pet” subject to the terms and provisions of this Section 20.

Further, because of possible allergies, medical conditions, or otherwise, all other residents/occupants of the Unit must approve/consent, in writing, to the presence of any service animal or ESA. If all required consents or approvals are not obtained, the Agent reserves the right to alter and/or change room and/or unit assignments in order to achieve complete approval and consent. The altering and/or changing of room and/or unit assignments may either involve the resident who requires the service animal or ESA, or any of the other residents/occupants to be removed. If the Agent cannot accommodate the ESA through its reasonable due diligence without an undue burden on its operations, then the Agent may prohibit the ESA.

Furthermore, Resident’s responsibility to pay for all costs of cleaning, repairing damage, and/or replacing damaged carpeting or any damaged Room/Unit furnishings, and for pest control treatment, if any, shall apply equally to service animals and ESAs, as well as to pets. **RESIDENTS ARE HEREBY ADVISED THAT LANDLORD MAKES USE OF COMMERCIAL GRADE FURNITURE ON THE PREMISES AND REPAIRS TO THE SAME OFTEN ARE SIGNIFICANTLY MORE COSTLY THAN THE REPAIR OF RETAIL FURNITURE. SEE §11 CHECKOUT / DAMAGES FOR MORE INFORMATION.**

22. ROOM ENTRY AND INSPECTION CONDITIONS. Agent reserves the right to conduct an administrative inspection of Resident’s Room and/or Unit in the event of health concerns or other emergency, without advance notice to Resident. In addition, when there is an articulable reason to believe that a specific violation of this Lease or Campus Town Resident Handbook is taking place, Agent shall have the right to enter Resident’s Room and/or Unit, as outlined in this Lease and/or the Campus Town Resident Handbook. Without notice, Agent shall have the right to enter the Room and/or Unit to perform emergency maintenance and assess any potential



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damages to the Room/Unit. Upon twenty-four (24) hours' notice to Resident, Agent shall have the right to enter the Room and/or Unit to perform routine maintenance or pest control services.

- 23. RELEASE OF LIABILITY AND INDEMNIFICATION.** PRC Campus Centers, LLC ("Owner"), Landlord ("CTEA"), **and** Agent shall not be liable for any personal conflict that Resident may have with co-residents or their guests or invitees, Resident's guests, or invitees, or with any other residents that reside at the Residential Facility. Owner, Landlord, and Agent shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any such death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, loss of utility service, 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, Landlord, 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, Landlord 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 direct negligent act or omission or willful misconduct of Owner, Landlord, 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, Landlord, and Agent shall not be liable for any damages to, or loss of, such property.
- 24. KEYS.** Keys and Key Fobs ("Keys") are the property of Landlord and must be returned at the end of Resident's Occupancy. A Resident will be charged Twenty-Five dollars (\$25) per Key if a replacement is required. Such charge is Additional Rent. Permanently lost Apartment Keys or Keys that are not returned by the End Date will result in a lock core change/reprogram and Resident will be charged One Hundred Fifty dollars (\$150) as Additional Rent. For a replacement key fob, a Resident will be charged Fifty Dollars (\$50). For a replacement mailbox key, a Resident will be charged Fifteen Dollars (\$15). Resident is **NOT** permitted 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.
- 25. STORAGE,** The Residential Facility does not provide summer storage. Residents are required to remove all belongings at the end of their Lease Term, even if they will be residing in the Residential Facility the following academic year.

The Residential Facility provides bicycle room storage ("Bike Storage") for Residents. Residents must complete and sign a waiver of liability prior to being granted access to Bike Storage. Residents must provide their own locks and security for bicycles or similar vehicles stored in Bike Storage. Bike Storage is used at Resident's sole risk. No gas powered vehicles are permitted in Bike Storage or the Units.

- 26. PARKING NOT GUARANTEED.** The Resident is NOT guaranteed the availability of any motor vehicle parking accommodations in any of the Campus Town parking facilities. Parking spaces and parking accommodations are the subject matter of an entirely separate transaction, unrelated to this Lease in any way. **PARKING FOR THE RESIDENTIAL FACILITY (INCLUDING FOR VISITORS) IN ANY PARKING DESIGNATED FOR THE**



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RETAIL AREA IS STRICTLY PROHIBITED AND SUBJECT TO TOWING. **PARKING IN ANOTHER RESIDENT'S ASSIGNED PARKING SPACE IS STRICTLY PROHIBITED AND SUBJECT TO TOWING.** IF AN UNAUTHORIZED VEHICLE HAS PARKED IN YOUR ASSIGNED PARKING SPACE, CONTACT THE PROPERTY MANAGEMENT OFFICE IMMEDIATELY AND AWAIT INSTRUCTIONS ON WHERE TO PARK TEMPORARILY. TAMPERING WITH SECURITY EQUIPMENT OR PARKING LOT SIGNAGE SHALL RESULT IN FORFEITURE OF PARKING PRIVILEGES AND RESIDENT SHALL BE REQUIRED TO PAY THE LANDLORD'S COSTS TO REPAIR OR REPLACE THE EQUIPMENT. **VIOLATION OF THESE RULES OR PARKING POLICY PROVIDED WHEN ENTERING A PARKING AGREEMENT MAY RESULT IN REVOCATION OF PARKING PRIVILEGES AT CAMPUS TOWN.**

27. **SMOKING.** Smoking of **ANY** kind, including all electronic and vapor cigarettes, as well as Cannabis, is strictly prohibited in the Room/Unit and all common areas of the Residential Facility. Smoking is only permitted outside the Residential Facility at a distance greater than 10 feet from the building. Candles, open flames, incense, and hookahs are prohibited in all areas of the Residential Facility. Smoking of any form within the Residential Facility shall be subject to a two-hundred dollar (\$200.00) clean-up fee. If Landlord cannot reasonably determine which Resident the smoke damage is attributable to, the clean-up fee shall be charged to the Unit.
28. **FORCE MAJEURE.** If Landlord 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 Landlord's or Agent's control, then Landlord and Agent shall be excused from performance under this Lease and will not have any liability in connection therewith.
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 enforceable 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 Apartment Lease Agreement shall be governed by the laws of the State of New Jersey. Any action or proceeding arising out of or related to this Lease shall be venued before a court of competent jurisdiction in Mercer County, New Jersey.

(Signature page follows)



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IN WITNESS WHEREOF, Agent and Resident have executed this Lease, to be effective as of the latest date of set forth below.

RESIDENT

Signature

Printed Name

Social Security Number

Date of Birth:

Resident's Home Address

Resident's Phone

Date

LANDLORD'S AGENT: PRC MANAGEMENT Co., INC.

BY: _____
Signature

Printed Name of Agent's Representative

Date

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

Signature

Printed Name

Address

Date

City

State

Zip



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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.
Initial I understand that this Lease is for the entire Fall 2025 and Spring 2026 semesters at the College and that **I am obligated financially for all Rent and Additional Rent due under this Lease during the Lease Term irrespective of whether the College elects to conduct its classes in-person or online, or in any other manner.**

_____ I understand that the Leasing Administration and Processing Fee is **non-refundable**. **I further understand that** if this Lease is terminated **for any reason** prior to End Date, including, but not limited to, termination before the Start Date or for loss of housing due to financial, academic, or disciplinary ineligibility, I am still responsible for the payment of Rent, Additional Rent and other charges 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 Facility or Landlord 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 9) should I be found to have misrepresented my Required Enrollment Status or eligibility.

Continue to next page.



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Guaranty

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution of that certain lease (the “Lease”) between Campus Town Education Association Inc. (the Landlord), the Landlord of Campus Town (the “Residential Facility”), and _____ (the Resident), relative to a portion of the Residential Facility (that certain Room/Unit described in the Lease), the undersigned Guarantor (either a parent, legal guardian, sponsor or indemnitor of Resident), being at least twenty-one years of age, hereby absolutely and unconditionally guarantees to Landlord and the Landlord’s Agent the full and prompt payment of all Rent, Additional Rent, fees, additional fees, and any and all other sums and charges payable by Resident under the Lease, as well as the performance by Resident of all other covenants, terms, conditions and agreements set forth in the Lease to be performed and observed by Resident. Guarantor hereby covenants and agrees that, if default shall at any time be made by Resident in the payment of any such Rent, Additional Rent, fees, additional fees, and any and all other sums and charges, or in the performance of the covenants, terms, conditions or agreements in the Lease, Guarantor will pay to Landlord, within 10 days of Landlord mailing notice of default to Guarantor, such Rent, Additional Rent, fees, additional fees, and any and all other sums and charges due to Landlord, and Guarantor will perform and fulfill all of such terms, covenants, conditions and agreements that should have been performed by the Resident, and will pay Landlord for all damages and expenses incurred by Landlord, including Landlord’s reasonable attorney’s fees, that may arise as a consequence of any default by Resident under the Lease or by the enforcement of this Guaranty.

This Guaranty is an absolute, direct, continuing, and unconditional guaranty of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings, on Landlord’s or Agent’s part, of any kind or nature whatsoever against Resident and without the necessity of any notice of nonpayment, notice of protest, notice of dishonor, notice of non-performance, presentment, notice of non-observance, notice of acceleration or acceptance of this Guaranty, or any other notice or demand, all of which Guarantor hereby expressly waives. Guarantor hereby agrees that the validity of this Guaranty and obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the relief of Resident from any of Resident’s obligations under the Lease by the rejection of the Lease or the imposition of any stay in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other person or entity. Guarantor consents that any proceedings to enforce this Guaranty or related rights shall be brought in the State of New Jersey, and Guarantor consents to personal jurisdiction of such State’s courts and agrees that the venue of any action to enforce this Guaranty shall lie in Mercer County, New Jersey.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or any subleasing of Resident’s Room/Unit within the Residential Facility or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extensions of time that may be granted by Landlord to Resident or by reason of any other accommodations, alterations, modifications or other indulgences granted by Landlord to Resident, whether or not Guarantor has knowledge or notice thereof.

The Lease together with this Guaranty may be assigned by Landlord without notice to Guarantor. An assignment by Landlord of the Lease and/or the receipts thereof made either with or without Guarantor’s knowledge, or notice, shall not release Guarantor from any liability hereunder. Guarantor shall be and remain unaffected (a) by any understanding or agreement that any other person, firm or corporation was or is to execute this or any other guaranty or any other document or instrument evidencing or guaranteeing the Lease; or (b) by resort on the part of Landlord, or failure of Landlord to resort, to any other security or remedy for the collection of amounts owed by Resident under Lease; or (c) by the bankruptcy, insolvency, dissolution or incapacitation of Guarantor, Resident, or any other person, and in case of any such bankruptcy, the failure of Landlord to file a claim against such bankrupt’s estate, or the failure of Landlord otherwise to seek remedies as a consequence of such events.

All of the rights and remedies of Landlord under the Lease or under this Guaranty are intended to be distinct, separate, and cumulative, and no such right or remedy therein or herein shall be construed as a waiver or exclusion of any other right or remedy available to Landlord.

This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of Guarantor and shall inure to the benefit of Landlord and Agent, and their successors and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the State of New Jersey.

[Signature Appears on Following Page]



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GUARANTOR'S SIGNATURE:

Print Name:

Address:

Driver's License Number:

Telephone:

Full Social Security #:

Date of Birth:

Telephone (Work):

Employer:

Email Address:

SAMPLE

