

INITIALS
RESIDENT _____

MANAGER _____



LEASE AGREEMENT

NOTE: PLEASE RETURN ALL THREE COPIES FOR OWNER SIGNATURE

THIS LEASE SUMMARY:

NAME: _____ (“Tenant”, also referred to in this Lease as “you”)

SS# _____ CWID (Student ID) #: _____ DATE: _____

PERMANENT ADDRESS: _____
and **Student Association, Inc. d/b/a Vulcan Village** (referred to in this Lease as the “Owner” or “us,” “we” or “our”) represented by Allen & O’Hara Education Services Inc., the “Manager”).

Starting Date of Lease Term: _____ **Ending Date of Lease Term:** _____

Your “Rent” for the Term is \$ _____ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in one of the following payment options (please select one):

_____ Option A: Full term payment in the amount of \$ _____, due on or before _____.

_____ Option B: Two equal installments in the amount of \$ _____, due on or before _____ and _____.

_____ Option C: _____, (_____) equal installments of \$ _____ payable as follows; the first installment due on _____, with remaining installments due on or before the 1st day of each month beginning _____.

The breakdown of your regular installments is:

\$ _____ for “Base Rent”;

\$ _____ for “Parking”

\$ _____ for _____

\$ _____ for _____

Total Rent Installment: \$ _____

Vulcan Village, located at **255 California Road, Brownsville, PA 15417**, is called the “Community” in this Lease.

LEASED PREMISES: This Lease entitles you, so long as you maintain status as an enrolled student in good standing at California University of Pennsylvania, to exclusively occupy one furnished bedroom (your “**Bedroom**”) in a _____ bedroom apartment. Together with the other residents of the apartment, you have the joint right to use the common areas of the apartment. The common areas are composed of those areas within the apartment to which you have access without going into another bedroom, including the bathroom, living room, kitchen, and where applicable, laundry facilities within the Apartment (the “**Common Areas**”). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the “**Apartment.**” In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access.

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1. LEASE TERM.

A. The Lease starts on the Starting Date, and ends at 12:00 NOON on the Ending Date (the “**Lease Term**”), unless terminated sooner. You are responsible under the terms of this Lease for the full Lease Term. You will not be released from your responsibility under this Lease for any reason, other than involuntary military service.

B. You may not occupy your Bedroom until the Lease, any required guaranty and other incidental documents have been signed by all parties and delivered to us. If we determine, in our sole discretion, that your Bedroom is not available for occupancy on the Starting Date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the Starting Date until your Bedroom is available for your occupancy. After that, if your Bedroom cannot be occupied, we will proceed as described in Paragraph 11 of this Lease. **Under no circumstances will we be responsible to you for any damages of any kind related to the failure of your Bedroom to be ready for occupancy on the Starting Date or at any time after that.**

C. Vulcan Village is intended for occupancy by students who are enrolled in good standing at California University of Pennsylvania. You agree that you will notify us if you cease to be enrolled as a student in good standing at California University of Pennsylvania. If that happens, you will owe us a termination fee equal to three Rent Installments. At the time you make that payment, your future obligations under this Lease will terminate. However, that will not excuse you from any obligations that you have incurred to us before that date.

D. We may permit an early move-in date at a fee that we establish from time to time. If we do permit you to move in early, you agree that you will abide by the terms of the Lease beginning with the date you move in.

E. If we agree to extend the Lease Term, all terms of the Lease will apply during the extension. This means that you must continue to meet all of your obligations under the Lease so long as you are a tenant.

2. DESCRIPTION. This Lease is between you and us. We agree to lease to you and you agree to lease from us, the following:

- a. Your sole use of your Bedroom within the Apartment;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas;
- c. Together with the other residents of the Community, your joint use of those areas of the Community to which all residents have general access;
- d. Your sole use of the furniture within your Bedroom; and your joint use of all appliances and furniture within the Common Areas of the Apartment; and
- e. Your joint use of the mail box that is assigned to you by us (the “**Mail Box**”). If the Postmaster serving the Community has instituted or begins during the Lease “single drop delivery,” your mail will be placed in the Mail Box. We assume no liability for loss or delay in delivery and/or failure of delivery any of your mail.

3. RENT AND ADDITIONAL CHARGES. With the exception of the first installment, you will pay us the “**Rent Installment,**” which is composed of the Base Rent and other incidental charges, on or before the 1st day of each month, without any demand from us for payment. The Rent Installment is payable at the business office (or another place of which you are notified in writing). Except as provided by law, you have no right to withhold Rent for any purpose. You may not reduce or offset Rent payable under this Lease by any of your costs or damages against us, unless the law permits you to do so.

If your Rent is not paid by 10 AM on the third (3rd) day of the month your Rent is late and you will be charged \$30.00 in addition to your Rent. Beginning with the sixth (6th) day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.

4. APPLICATION OF PAYMENTS. Payments under the Lease will be applied to your account in the following manner: first, to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second, to maintenance and repair costs chargeable to you; third, to outstanding legal fees and/or court costs legally chargeable to you; fourth, to outstanding utility bills that are your responsibility; fifth, to deposits

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or portions thereof due from you; and, sixth to Rent.

5. UTILITIES. We will furnish the following utilities (through independent third party providers) if checked (X): X cable TV, X electricity, X water, X sewer, X garbage removal, X recycling, X internet. Local telephone service will only be provided by written request. **If the utility service for the electric bill for the Apartment is in excess of \$190.00 in any monthly billing cycle, the excess charges will be equally divided among the residents of the Apartment. Your portion of the excess of the utility service invoice for the electric will be due within five (5) days upon receipt of invoice.** If we detect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of that notice, you are required to pay the higher charge.

All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the cable, telephone and internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge, or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the cable, telephone, and/or internet service provider.

6. RELOCATION. The Apartment contains other bedrooms in which other residents may reside. We have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for the unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice, to relocate you to another apartment unit in the Community.

In the event of an emergency, as determined by us in our reasonable judgment, we may relocate you upon less than five (5) days notice. You agree to cooperate with us in your relocation to another apartment. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of \$200 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

7. NON-REFUNDABLE SERVICE FEE. In addition to the Rent, you agree to pay, a one-time non-refundable service fee of \$200. This fee is required for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

8. FURNISHINGS. You assume full responsibility for items furnished by us. You agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position before vacating your Bedroom and the Apartment. You will not remove our furniture, fixtures, and/or furnishings from the Apartment for any purpose. You are responsible for all loss, breakage, or other damage to furnished items.

9. RIGHT OF ENTRY. We have the right, as do our agents, to enter the Apartment and your Bedroom at all reasonable times (or at any time in the event of an emergency), without notice to you and without your consent. We may do this to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion. Further, we have the right to enter the Apartment and your Bedroom at all reasonable times to show the Apartment or your Bedroom to prospective tenants, purchasers, or representatives of insurance or lending institutions. **You may not change any locks.**

10. PROTECTION NOTICE AND ACKNOWLEDGMENT. We do not promise or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we are not responsible for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community. Also, we are not responsible for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or the Community. You agree that you will be responsible for and protect us from all claims, costs, and expenses arising from injury to

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person or property to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct.

You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings. It is a fact that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the community. As to any and all security measures taken at the community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agreed with this notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided or guaranteed or that the Community was or will be free from crime.

11. DAMAGE OR DESTRUCTION OF PREMISES. If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we have the right to terminate this Lease. We may also at our election move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or with another reasonably similar accommodation.

12. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed as directed by this Lease.
- b. You or any guest of any resident of the Apartment violates (1) any of your obligations under this Lease or any addendum to it, (2) the Rules and Regulations, or any other rules applicable to your occupancy, or (3) any fire, health, or criminal laws while you or the guest are at the Community. This applies regardless of whether the violation results in an arrest or conviction;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment.
- d. You fail to move into your Bedroom after completion of all required documentation, or you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom).
- e. You or the Guarantor have made any false or inaccurate statement on any information provided to us.
- f. You or any guest of any resident of the Apartment is arrested for (1) an offense involving actual or potential physical harm to a person, or (2) an offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or (3) an offense involving theft, burglary, pornography, indecent exposure, sexual molestation or (4) any unlawful conduct involving a minor. This applies regardless of whether the activity results in jail, prison time, or deferred adjudication. As to a guest, this applies only to conduct of the guest while at the Vulcan Village.
- g. Any illegal drugs, illegal drug paraphernalia or other evidence of illegal drug usage are found in your Bedroom or in the Apartment (whether or not we can establish you were in possession);
- h. You fail to pay any charge within 10 days after it is levied as provided in this Lease;
- i. You keep in your Bedroom, the Apartment or at any location in the Community any (1) handgun, firearm, air gun, implement of martial arts, or weapon of any type, (2) any explosive, flammable, or any extra hazardous substance or device, or (3) any other article or thing of a dangerous nature, not usually and customarily used for individual residential living purposes.
- j. You authorize or permit any person who is not a current authorized resident of the Apartment to occupy the Apartment. Unless we have given prior written consent, a person will be considered to be in occupancy at the Apartment: (a) if the person stays overnight for more than three

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- consecutive nights, or (b) if the circumstances, such as frequency of physical presence or location of items of personal property, evidence more than guest status.
- k. You fail to notify us of a change in your status as a student enrolled in good standing at California University of Pennsylvania.
 - l. You, directly or indirectly, deliver, transfer or provide any key to the Apartment to another person to allow anyone to have access to the Apartment to enable a person who is not a current authorized resident to occupy it. This does apply to delivery of a key to a current authorized resident for usage in connection with that authorized resident's permitted usage of the Apartment. Nor does this apply to furnishing a key on a temporary basis to a third party for purposes permitted in the Lease which are unrelated to unauthorized occupancy of the Apartment. See (j) above for definition of "occupancy".

13. REMEDIES. If you are in violation of this Lease, we will have the right to pursue all legal remedies. In addition, without demand or notice to you, we will have the right to take the following actions:

- a. Collect any charge imposed by the Lease;
- b. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- c. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- d. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation to us;
- e. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- f. Report all violations to credit reporting agencies; and
- g. Do any combination of a, b, c, d, e or f.

The exercise of any remedy by us does not exclude or waive the right to exercise any other right or remedy that we might have. Any acceptance of Rent by us after you have violated this Lease does not waive or diminish our continuing rights of eviction or any other right of ours, unless we specifically agree to it in writing. You waive any right to notice to quit the Bedroom and Apartment that would otherwise be required under law.

14. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this Lease. You agree that those Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to the Rules and Regulations that we may make from time to time will likewise be considered a part of this Lease.

15. CONDITIONS OF APARTMENT. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move in, you are required to return the Apartment Condition Form and notify us in writing of any defects in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition. You will be responsible for defects or damages that may have occurred before you moved in if you have not identified them on the Apartment Condition Form. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.** You are responsible for the cost of all repairs made necessary by you or your guest(s) violation of this Lease. You will also be responsible for the cost of all repairs made necessary by your negligent or careless use of your Bedroom, the Apartment or any part of the Community. This includes damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open, and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs.

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However, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice.

Excepting only ordinary wear and tear from normal usage, you will be responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be responsible for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. We may seek recovery

from you alone or together with other responsible parties. You are responsible for the full amount, even if others are also responsible to us. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

16. RIGHT OF REFUSAL. Until we have signed this Lease, we have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, any refusal will not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you will be refunded, if applicable, any prepaid Rent.

17. TERMINATION. Except for termination upon your payment to us of the termination fee under Paragraph 1(C) of this Lease, no termination of this Lease before the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us. **If we decide to permit an early termination of this Lease, you will be responsible to pay us a termination fee equal to three (3) Rent Installments.**

18. YOUR DUTIES UPON TERMINATION. When you leave, whether at or before the expiration of the Lease Term, your Bedroom and the Apartment must be clean and in good repair and condition. This includes the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment. If they are not, you will be responsible for reasonable charges to complete all cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days before the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you. We can take any action we deem appropriate and charge you with costs incurred to keep, sell or dispose of your abandoned property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

19. CONSENT TO JURISDICTION. This Lease has been entered into in the **Washington County and Commonwealth of Pennsylvania**. Any lawsuit involving this Lease must be brought in a court whose territorial jurisdiction includes Washington County.

20. GOVERNING LAW. This Lease is governed by the laws of the **Commonwealth of Pennsylvania**. If any of the terms or conditions conflict with any such law, then those terms or conditions shall be deemed modified and amended to conform to that law.

21. SEVERABILITY. No portion of this Lease is invalidated because of the invalidity of any other portion. If there is an invalid portion, the Lease is to be read as if that invalid portion were not a part of the Lease. The remaining portions will be enforceable to the fullest extent permitted by law.

22. COURT COSTS/ATTORNEYS' FEES. If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are responsible for the costs and expenses of that legal action incurred by us. This includes our reasonable attorneys' fees. These costs are in addition to any amounts awarded to us in that action.

23. ENTIRE AGREEMENT. This Lease, together with the Rules and Regulations, contains the entire agreement between you and us. There are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your signing of this Lease confirms that no oral promises, representations or

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agreements have been made to you by us or any of our representatives. No change of this Lease will be binding on us unless the change is in writing and signed by us.

24. GENDER AND PRONOUNS. Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to “we,” “us” or “our” means the Owner. Any reference to “you” means the undersigned resident of the leased Bedroom.

25. HEADINGS. The headings before each paragraph in this Lease are inserted merely as a matter of convenience, and are not deemed to be a part of the Lease terms.

26. TRANSFER OF LEASE. This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent. However, the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can transfer the Lease. Nor are we obligated to assist you in finding a potential replacement or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can transfer this Lease. Even if you do transfer this Lease, you will still be responsible for all of your obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 transfer fee must be paid by you before the transfer. And the new resident must take possession of your Bedroom before the transfer will be considered complete.

27. TIME OF ESSENCE. Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

28. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community’s lender(s). If any of the Community’s lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize the lender as the “Owner” under this Lease. In that case, every reference to “Owner” in this Lease will apply with equal force to the lender.

29. SALES. Any sale of the Community will not affect this Lease or any of your obligations. Upon sale we will be released from all of our obligations under this Lease, and the new owner of the Community will be responsible for the performance of the duties of “Owner” from and after the date of the sale.

30. WAIVER. Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have. Nor will any failure on our part to enforce any term of condition of this Lease be considered a waiver of any future breach of the same term or condition.

31. HOLDING OVER. If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover charge in the amount of \$150.00 per day. This is in addition to all other amounts that you owe. You will not be considered a tenant if you remain in possession after the Lease has expired or has been terminated. Rather you will be considered to be in unlawful possession. We may then exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and to recover damages from you.

32. NOTICES. All notices and demands by you to us must be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, that notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

33. PARKING. Parking privileges at the Community are included at no charge, and are granted by filling out the parking application and displaying the parking permit on the bottom passenger-side of your windshield. We

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shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. You may be ticketed and / or towed if your vehicle does not have a valid property parking permit. Non-resident guests that visit you must park in designated visitor parking areas based upon availability. Non-resident guests who do not comply with this policy will be ticketed and / or towed.

34. PHOTOGRAPH RELEASE. You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at Vulcan Village or any Community sponsored events. You grant us and the Manager and our designees, the irrevocable and unrestricted right and permission to copyright, and to use and publish photographic or video portraits or pictures of you or in which you may be included, without restriction as to changes or alterations. This usage may be in conjunction with your own name or a fictitious name. It may involve reproductions in color or otherwise that may be made through any medium. Usage may include illustration, promotion, art, editorial, advertising, trade, or any other legal purpose. You also consent to the use of any printed matter in conjunction with that usage. You waive any right that you may have to inspect or approve the finished product, the advertising copy or other matter that may be used in that regard. You agree that we, the Manager and our designees will have no liability due to any blurring, distortion, alteration, optical illusion, or use in composite form that may occur in taking or usage of any picture or in the subsequent processing or publication of the picture. You release us, the Manager and our designees from all claims of any nature arising in any way from the use of your photograph or photographic image. This release contains the entire agreement on this subject matter.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: _____
Printed Name

OWNER: **Student Association, Inc.**

BY: _____
Your Signature

BY: _____
Authorized Signature

DATE: _____

DATE RECEIVED: _____

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RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these “**Rules and Regulations**” for the purpose of preserving the welfare, safety, and convenience of tenants in **Vulcan Village**, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Students are expected to meet behavior expectations as outlines in the California University of Pennsylvania Student Code of Conduct in addition to this Lease and Community Rules and Regulations. Failure to do so will result in action as provided in this Lease, Lease Rules and Regulations, and university judicial action.

We reserve the right to pursue our rights and remedies under the Lease for any single violation of these Rules and Regulations, if, in our sole discretion, we deem the violation to be of sufficient severity to warrant action under the Lease. Violations of these Rules and Regulations will be addressed generally in accordance with the following procedure:

First: If there is an initial complaint, referral or other information of possible violation of these Rules and Regulations of which we become aware, we will investigate and if we conclude that there has been a violation but, in our judgment, not one of sufficient severity to warrant us taking action under the Lease, we will issue a written warning to you outlining the violation.

Second: If there is a second possible violation we will again investigate and if we conclude that there has been a violation but not one, in our judgment, of sufficient severity to warrant us taking action under the Lease, you will be assessed an administrative fee not to exceed \$100.00 to cover our time and expenses in investigating the violation. You agree that this administrative fee is reasonable and that you will pay it immediately upon our request for payment. You will also receive a second written warning to you outlining the violation.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

Failure to pay an administrative fee assessed under the above procedure will be a violation of the Lease for which we can pursue any right or remedy that we have under the Lease and under applicable law.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain written permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. Pets are NOT permitted in or about the Apartment, except for animals assisting disabled or handicapped persons and fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, and, if we decide that the violation does not warrant us taking eviction action under the Lease, you will be subject to the assessment of an administrative fee \$100.00 for the first violation. In addition, **the pet must be removed from the Community immediately**. Subsequent violations can result in further administrative fees and/or eviction. You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions provided to you or as directed by the Community staff and / or emergency personnel. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation, will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.

INITIALS
RESIDENT _____

MANAGER _____

7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the breezeways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. Smoking is NOT permitted in the Apartments. Smoking in the clubhouse/community building or other recreational areas is also not allowed. All cigarette butts must be disposed of properly.
12. Parking is by permit decal and only in specified areas. A \$100.00 charge will apply for the replacement of a parking decal. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the lower passenger side of the windshield. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you, if you or your guest are responsible for leaving the vehicle at the Community.
13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of \$25.00 per key, including Saflok key cards, mailbox, and bedroom keys, will be made for each key lost or not returned. Locks are changed at a cost of \$50.00 per lock. A fee will be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. A returned check charge of \$30.00 will be assessed for any check returned unpaid. After two returned checks, we may refuse to accept personal checks and at our discretion we may require payment to be by cashier's check, certified check, money order, cash, or other form of payment acceptable to us.
16. No furniture/appliance is to be removed from public areas or from the Apartment.
17. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container.
18. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community, other than in the large trash containers / dumpsters provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. This includes large items and kitchen bags left at the small containers outside of the breezeways. We may inspect the premises at any time.
19. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Apartment without our prior written consent.
20. As a convenience, we may accept mail/UPS/FedEx Packages on your behalf; however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package.

INITIALS
RESIDENT _____

MANAGER _____

PARENTAL OR SPONSOR GUARANTY

In consideration for and as an inducement to us in making the foregoing Lease, and intending to be legally bound, Guarantor guarantees absolutely and unconditionally to us the full performance and observance of all the agreements and payment of all obligations of Tenant (Tenant is identified as "you" in the Lease") as set forth in the foregoing Lease and in any amended, revised or continued lease. This includes, but is not limited to, the payment of Rent and other amounts payable to us by Tenant under the Lease. Guarantor expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by the Tenant. Guarantor waives each and every notice to which Guarantor or Tenant might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by the Tenant. This is a guaranty of payment and not of collection and Guarantor's liability is primary and not secondary. This means that we need not sue the Tenant before pursuing our rights against Guarantor. This Guaranty shall apply to the term granted by the Lease, to any extension or renewal of the Lease, and to any holdover following the term granted by the Lease.

When the term "Guarantor" includes more than one person, each such person is jointly and severally liable for all of the obligations of Guarantor under this Guaranty. This means that each Guarantor is alone responsible to us for the full amount of the obligation of the Tenant and that all Guarantors together are similarly responsible. We may seek recovery against only one Guarantor and need not bring action against additional Guarantors, if we choose. Each Guarantor waives any right to require us to enforce this Guaranty against any other person named as a Guarantor. The liability of each person under this Guaranty will continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other Guarantor or the release or discharge (whether by agreement, operation of law, or otherwise) of any other Guarantor. Each person signing this Guaranty waives any rights that he/she might otherwise have under any law of the Commonwealth of Pennsylvania or corresponding future statute or rule of law by reason of any release of fewer than all persons that signed this Guaranty.

If we institute any legal proceedings against any Guarantor to enforce this Guaranty and if we prevail in that action, Guarantor will be responsible for the costs and expenses incurred by us. This includes our reasonable attorneys' fees. This is in addition to any amounts awarded to us in that action. Guarantor consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Washington County in the Commonwealth of Pennsylvania.

As used in this Guaranty, "we" and "us" refers to "we" and "us" as identified in the foregoing Lease to which the Guaranty is attached.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: _____
SIGNATURE OF GUARANTOR DATE

PRINTED NAME OF GUARANTOR / ____ / ____
DATE OF BIRTH

RELATIONSHIP TO THE TENANT / STUDENT (MOTHER, FATHER, ETC.) _____

BILLING ADDRESS CITY/ STATE/ZIP CODE TELEPHONE

SOCIAL SECURITY NUMBER (REQUIRED) CELL PHONE NUMBER E-MAIL ADDRESS

*****THIS DOCUMENT WILL NOT BE EXECUTED WITHOUT A VALID SOCIAL SECURITY NUMBER.*****

STATE OF _____, _____ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, _____.

[NOTARIAL SEAL]

My commission expires: _____

Notary Public