

INITIALS
RESIDENT _____

MANAGER _____



APARTMENT LEASE AGREEMENT

NOTE: PLEASE RETURN ALL THREE COPIES FOR OWNER SIGNATURE

THIS LEASE SUMMARY:

NAME: _____
(Referred to in this Lease as "you" or "Tenant") DATE: _____

PERMANENT ADDRESS: _____

and EDR Syracuse, LLC (Referred to in this Lease as the "Owner" or "us," "we" or "our") agrees as follows:

Starting Date of Lease Term: _____

Ending Date of Lease Term: _____

Your "Rent" for the Term is \$ _____ (plus other additional charges as identified in this Lease). 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 July 15th, _____.

_____ Option B: Two equal installments in the amount of \$ _____, due on or before July 15th, _____ and December 15th, _____.

_____ Option C: _____, (_____) equal installments of \$ _____ payable as follows; the first installment due on July 15th, _____, with remaining installments due on or before the 1st day of each month beginning **September 1st**, _____.

The breakdown of your monthly installment payments are:

\$ _____ for "Base Rent";
\$ _____ for _____
\$ _____ for _____

Total Rent Installment: \$ _____

APARTMENT COMMUNITY: University Village Apartments on Colvin, located at 315 Small Road, Syracuse, New York and includes the five (5) apartment buildings, the clubhouse building, driveways, parking spaces, sidewalks and the related land operated by us (collectively the "Complex"). **You must be a matriculated, enrolled Syracuse University student, paying Syracuse University tuition to reside in the complex.**

GUARANTOR: Means any one who signs the Parental or Sponsor Guaranty attached to this Lease or who otherwise guaranties your obligations under this Lease.

LEASED PREMISES: We lease to you together with up to three (3) co-tenants if the Apartment is a four (4) bedroom apartment and up to one (1) co-tenant if the Apartment is a two (2) bedroom apartment, who have signed or will sign this Lease or a counterpart of this Lease or similar lease document (each referred to in this Lease as a "Co-Tenant"), the furnished Apartment No. _____ in the Complex (the "Apartment"). This Lease will entitle you to occupy the furnished Apartment with such Co-Tenant(s) and to enjoy the non-exclusive use of those areas of the Complex to which all other Complex tenants have general access.

1. LEASE TERM. The Lease starts on the Starting Date, and ends at 12:00 NOON on the Ending Date (the "Lease Term"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of a Co-Tenant, bad health, or for any other reason, except for involuntary military service. You may not occupy the Apartment until the Lease and any required guaranty or other documents have been completely executed and delivered to us. If we determine, in our sole discretion, that the Apartment is not ready for occupancy by you 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 of the Lease Term until the Apartment is ready for your occupancy. If the Apartment cannot be occupied by you, we will have the right to terminate this Lease or to provide to you other accommodations within or outside of the Complex in which event this Lease shall continue with respect to such other accommodations until your Apartment is ready for occupancy. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of the Apartment to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.**

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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. Together with the Co-tenant(s), the Apartment;
- b. Together with other tenants of the Complex, your use in common with other tenants of the Complex of those areas of the Complex to which all tenants have general access; and
- c. Your joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Complex has instituted or begins during the Lease "single drop delivery," your mail will be placed in the Mail Box, but we have and assume no liability for loss or delays in delivery and/or failure of delivery.

3. **RENT AND ADDITIONAL CHARGES.** With the exception of the first Rent installment, you will pay us each "**Rent Installment**", which shall include the Base Rent and other charges due from you under this Lease, on or before the days specified at the beginning of this Lease, without any demand from us for payment. Each Rent Installment is payable at the Complex business office (or such other place of which you are notified by us in writing). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or any claim against us.

If your Rent is not received by us by 10:00 AM on the third (3rd) day of the month your Rent is late and you will be charged \$50 in addition to your Rent. In addition, 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 until we receive payment in full of the Rent Installment. Postdated checks will not be accepted and do not constitute payment. If you choose to make an electronic payment transaction fees may apply.

4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied in the following manner: 1st to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; 2nd to maintenance and repair costs due from you; 3rd to outstanding legal fees and/or court costs legally owed by you; 4th to outstanding utility bills that you owe; 5th to deposits (if any) or portions thereof due from you; and 6th to Rent.

5. **UTILITIES.** The following utilities will be provided by independent utility providers if checked (X): X cable TV, X electricity, X gas, X water, X sewer, X garbage removal, X internet, X heat. If the electric bill for the Apartment is in excess of \$_____ (the "Overage") or the gas bill for the Apartment is in excess of \$_____ (the "Overage") the excess charges will be equally divided among and paid by you and the Co-Tenant(s). Payment of the excess of the utility bills will be due within five (5) days after sending the invoice. You also agree to pay estimated utility Overage charges in excess of the allowance for the last month of your occupancy with the last Rent Installment. The estimated Overage will be based on the previous month's Overage for the Apartment. Any difference in the actual Overage will be billed and/or refunded to you and the Co-Tenant(s). If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's charged rate, we may notify you of an increase in the Base Rent and after the date of such notice, you will pay us the higher charge as billed by us. 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, internet and other utility service providers. We are not and will not be responsible or liable for any interruptions, surge, interruption, or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge or failure. We are not and will not be liable for any damages and are not and will not be responsible to take any action if service to the Apartment fails or is interrupted or discontinued as a result of the violation of any of the rules or regulations of the cable, telephone, internet service or other utility provider.

6. **RELOCATION.** If a Co-Tenant vacates the Apartment, we may enter into a lease with another tenant to be a tenant of the apartment (who will then become a "Co-Tenant") unless you and any remaining Co-Tenant(s) in the Apartment agree to pay us as part of your Rent, your pro rata share of the Rent which would have been payable by the Co-Tenant who vacated. For purposes of operating efficiency, we reserve the right in our sole discretion, upon five (5) days advance written notice to you to relocate you to another apartment in the Complex. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days notice. The fact that you and a tenant or tenants in the Complex may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if a Co-Tenant 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 our right to consent to or deny any future relocation.

7. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay on our signing of this Lease a one-time non-refundable facilities fee of \$200 (the "Facilities Fee") for the use of facilities and amenities associated with the Complex. The Facilities Fee is non-refundable, becomes our property on our receipt and is not a security deposit. In particular, by payment of this fee you are in no way released from your obligations under this Lease to leave the Apartment in a good and clean condition, reasonable use and wear excepted.

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

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

10. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the malicious, careless or criminal actions of a Co-Tenant, other tenants of the Complex or other third parties. Also, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Complex for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or elsewhere in the Complex. We have no responsibility for the conduct of any tenant of the Complex or their guests irrespective of whether such conduct is in violation of the Rules and Regulations or of such other tenant's lease. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to 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 property. You agree that no security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices can guarantee protection against crime or other bad behavior by others. 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. Security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you agree that you will always proceed on the assumption no security systems exist. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Complex and/or any security system for the Apartment or at the Complex. We have not in any way stated or implied to you that security of person or property will be provided, promised or guaranteed or that the Complex was or will be free from crime.**

11. **DAMAGE OR DESTRUCTION OF PREMISES.** If in our opinion, the Apartment is unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to other accommodations within or without the Complex. In the event of such damage or destruction to the Apartment your obligations to pay Rent will be waived only if we terminate this Lease, or do not locate you in another apartment within the Complex or a reasonably similar accommodation in which event this Lease shall continue with respect to such other accommodation.

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

- a. You fail to pay your Rent or any other amount owed as required by this Lease;
- b. You or your guest violates this Lease or any addendum to it, or violates the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the Co-Tenant(s) are disconnected or shut-off because of non-payment;
- d. You fail to move into the Apartment after completion of all required documentation, or if you abandon or apparently abandon the Apartment (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 the Apartment) or if you fail to vacate the Apartment when the Lease Term ends;
- e. You or a Guarantor have made any false statement or misrepresentation on any information provided to us;
- f. You are arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, preparation, sale or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, whether such conduct occurs in or outside of the Apartment or the Complex, and regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Apartment (whether or not we can establish possession by you);
- h. You fail to pay any charge (other than Rent which is covered by (a) above) within 10 days after it is due in accordance with this Lease;
- i. Your inability or refusal to adjust to the concept and requirements of living in an Apartment environment as evidenced by repeated complaints about you made by the other tenants in the Complex or the staff in the Complex;
- j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any illegal substance or other article or thing of an illegal or a dangerous nature anywhere in the Apartment or elsewhere in the Complex;
- k. You make an assignment for the benefit of creditors or file a bankruptcy petition or if a bankruptcy petition is filed against you and it is not dismissed within thirty (30) days; or l. You fail to timely do anything else you have agreed to do in this Lease.

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13. REMEDIES. If you are in default or violation of this Lease, we can, without demand or notice (other than the notice that is required by law or in this paragraph which we must give) in addition to other remedies allowed by law:

- a. Sue you to collect past due Rent and any charge you owe and other damages we have incurred because of your default under this Lease;
- b. Terminate the Lease Term by giving you notice stating the Term has ended or the date it will end, and thereafter if you continue to occupy the Apartment, commence eviction or other proceedings against you after giving any further notice required by law;
- c. Sue to collect all unpaid Rent and other charges which would become due from you until the Ending Date of the Lease;
- d. To the extent permitted by applicable law, report all violations to credit reporting agencies;
- e. Take such other action as may be permitted by applicable law; and
- f. Do any combination of a, b, c, d or e.

The exercise of any remedy by us does not exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

We have no obligation to mitigate our damages if you default under this Lease.

14. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this Lease, as such 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. Alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written in this Lease.

15. CONDITIONS OF PREMISES. 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 defect or damage in the Apartment; otherwise, the Apartment and the fixtures, appliances and furniture in the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT THE APARTMENT AND THE FIXTURES, APPLIANCES AND FURNITURE IN 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 THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN THE APARTMENT.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of the Apartment or any part of the Complex including without limitation 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 a Co-Tenant if we cannot determine who caused the damage). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within ten (10) days after we send you an invoice. In addition, you will be jointly and severally liable for all damages to the Apartment and any furnishings. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests of any of the Complex amenities and any of the furnishings, systems or components located in or about the Complex. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Until payment in full is received by us, your obligations to pay the charges described in this paragraph will continue after the Lease Term has ended.

16. RIGHT OF REFUSAL. Until we have executed this Lease, we shall have the right to refuse to lease the Apartment to you for any reason whatsoever or for no reason, PROVIDED, HOWEVER, such refusal may not and shall not be based on your race, creed, religion, sex, sexual orientation, color, marital status, familial status, military status, handicap, disability, ancestry or national origin or otherwise in violation of applicable law. In the event of a refusal, you shall be refunded, if paid by you to us, any prepaid Rent.

17. TERMINATION. Excepting to the extent provided in Section 11 of this Lease, no termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. You will not move out of the Apartment or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of the Apartment by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

18. YOUR DUTIES UPON TERMINATION. When you leave, whether at or prior to the expiration of the Lease Term, the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your personal property in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and to the extent permitted by applicable law, we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind.

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19. **CONSENT TO JURISDICTION.** This Lease has been entered into in the County of Onondaga, New York. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Onondaga County, New York and you agree that any such Court is a convenient court.
20. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of New York. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
21. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision of this Lease. All other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
22. **ATTORNEYS' FEES.** If legal action or proceeding is started by us to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
23. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (which includes the Rules and Regulations) contains the entire agreement between you and us regarding your lease of the Apartment and it replaces any and all prior discussions, agreements, or understandings. This Lease controls over any conflicting terms which may be included on our website or in any literature which you may have seen and no term or material from such website or literature is or will be a part of this Lease. There are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral or other promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done 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" shall mean the Owner. Any reference to "you" shall mean the undersigned Tenant of the Apartment and the Guarantor where applicable.
25. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
26. **ASSIGNMENT.** This Lease permits you, and only you (together with any Co-Tenant(s)), to live in the Apartment as your private residence. You may occupy the Apartment as your private residence and for no other purpose. While you cannot lease or sublease any part of the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200 assignment fee must be paid by you prior to the assignment and the assignee must take possession of the Apartment as a Tenant under this Lease before the assignment 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 of our lender(s) will be superior to your rights under this Lease. You also agree that if we or our lender asks you to do so, you will sign an agreement with the lender confirming that the lender's rights are superior to your rights under this Lease. If we or our lender asks you to do so, you will also sign a certificate saying that we are not in default under this Lease (or specifying what any default is) and attaching a true copy of this Lease. You will sign and deliver the two agreements referred to above within ten (10) days of being asked to do so. If we violate any loan agreement or mortgage that we may have in relation to the Complex and a lender takes over ownership of the Complex, 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 Complex's lender(s). If our lender takes over ownership of the Complex, you agree that you will then be a Tenant of that lender and will accept and recognize any such lender (and accept and recognize any party to whom the Complex is sold if the lender's mortgage is foreclosed or if the Complex is given by us to our lender) as the "Owner" under this Lease, and in such case, every reference to "Owner" or us in this Lease shall apply to such lender.
29. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such 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 such 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 and will not be considered a waiver of any future breach of such term or condition.

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- 31. HOLDING OVER.** If you still occupy the Apartment past the Ending Date of the Lease Term or the date on which you are notified to vacate the Apartment, then you will be required to pay holdover rent in the amount of \$150.00 per day, along with and in addition to all other amounts that you may owe under this Lease. No such holding over shall constitute a month to month tenancy or any other form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of the Apartment and damages from you.
- 32. NOTICES.** All notices and demands by you to us should 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, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 33. JURY WAIVER.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH YOU AND US WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, THE APARTMENT OR THE COMPLEX, IN WHICH WE ARE ADVERSE TO EACH OTHER.
- 34. PARKING.** A limited number of parking permits will be available in the Community on a first come, first served basis. We 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.
- 35. 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 **University Village Apartments on Colvin** or any Complex sponsored events in the Complex or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant **University Village Apartments on Colvin** and their assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and republish photographic portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless **University Village Apartments on Colvin** and **EDR Syracuse, LLC** and assigns, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture including video or video stills or in any subsequent processing thereof, as well as in any publication. You forever discharge **University Village Apartments on Colvin** and **EDR Syracuse, LLC**, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release Section contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

(Signatures on following page)

INITIALS
RESIDENT _____
MANAGER _____

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: _____
Printed Name

OWNER: **EDR Syracuse, LLC**

BY: _____
Your Signature

BY: _____
Authorized Signature

DATE: _____

DATE RECEIVED: _____

SAMPLE

INITIALS
RESIDENT _____

MANAGER _____

UNIVERSITY VILLAGE APARTMENTS ON COLVIN RULES AND REGULATIONS

These Rules and Regulations are 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 **University Village Apartments on Colvin**, 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. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure: First: If there is a complaint against you we will make such investigation as we think is needed and if we conclude that the complaint has merit, we will issue a written warning to you outlining the violation. Second: If there is a second complaint against you we will make such investigation as we think is needed and if we find that the complaint has merit, you will pay a Rules violation charge determined by us which in our sole discretion to be commensurate with the offense, which you must pay to us immediately. Third: If there is a third complaint against you we will make such investigation as we think is needed and if we conclude that the complaint has merit, you will be assessed an additional Rules violation charge determined by us in our sole discretion to be 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.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Complex. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Complex for any commercial business or purpose. You will use and occupy the Apartment and the Complex 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 the Apartment or anywhere in the Complex. 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 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, the following and not paragraphs labeled First, Second and Third above, will apply:
 - First: A written warning will be issued to you specifying the complaint and you will pay a \$100.00 charge. **The pet must be removed from the Property immediately.** You will also pay the costs of cleaning and/or replacing of carpet and any Apartment furnishings damaged by the pet(s) and you will pay the costs we incur for pest control treatment.
 - Second: Upon a second violation, you will pay us a \$200.00 charge together with the cleaning, replacement and pest control costs referred in paragraph First immediately above, and we may declare you to be in default under this Lease.
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 posted in and about the Complex. **The intentional sounding of an alarm, or tampering with any smoke detector or 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.
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. At no time will you possess or permit any guest of yours to possess either in the Apartment or anywhere in the Complex any materials defined to be hazardous under any state, federal or local environmental law, rule or regulation nor will you possess or permit any guest of yours to possess in the Apartment or anywhere in the Complex any illegal drug, drug paraphernalia, or any hand gun, firearm, air gun or weapon of any type, or any explosive, flammable or extra hazardous substance or device or any other thing or item of an illegal or dangerous nature.
9. Possession and consumption of alcoholic beverages in the Apartment and everywhere in the Complex 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 containing any alcoholic beverage are not permitted anywhere within the Complex outside of an apartment. Common source alcoholic beverage containers in excess of three (3) gallons are prohibited every where in the Complex and the sale of alcoholic beverages is prohibited. We may confiscate any alcoholic beverage that is present anywhere in the Complex in a manner that violates these Rules and Regulations or state, local or federal laws.
10. Due to the multi-tenant and residential nature of the Complex, offensive or disruptive noises or odors of any kind are prohibited anywhere in the Complex. You and your guests must, at all times, maintain order in the Apartment and in all of your and their conduct in the Complex. Loud, offensive or boisterous activities or odors or other conduct that in our opinion disturbs the comfort, sleep or enjoyment of other tenants or their guests in the Complex (including unreasonable uses of televisions, video games, radios, guitars, stereo systems and computers) are not permitted in the Complex. Musical instruments of any kind may not be played in the Complex without our prior written consent.
11. Smoking is not permitted anywhere inside any building or other structure forming apart of the Complex and smoking will be permitted outside of such buildings only if permitted by applicable law and then only in areas designated by us.

INITIALS
RESIDENT _____

MANAGER _____

12. Motor vehicle, motorcycle and bicycle parking within the Complex is limited to tenants who have a permit decal issued by us and then only in areas specified by us. Charges will be assessed and paid by you for replacement of permit decals you lose. Parking decals are nontransferable. Cars parked in unauthorized areas may be towed at the vehicle owner or operator's expense. Permits must be visible and displayed. 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 of the owner or operator of the vehicle. We are not liable under any circumstances for any damage or loss to your motor vehicle, bicycle or motorcycle or any of their contents. You are advised to obtain appropriate insurance coverage to protect yourself.
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 will be made for each key or key card lost or not returned. Locks are changed at a cost of \$45.00 per lock. A fee will be assessed for lock-outs.
14. All tenants of the Complex and their guests must comply with these Rules and Regulations and with posted Rules and Regulations.
15. You will pay us a returned check charge of \$30.00 for any check of yours returned unpaid.
16. No furniture/appliance is to be removed from your Apartment or from any other part of the Complex.
17. Trash containers will be located at various places in the Complex and are for household trash only. No furniture, boxes, or construction or other debris shall be placed in these containers by you. 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, or household personal items(s) are not allowed anywhere in the Complex. These items must be placed in the trash containers provided in the Complex. 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. We may inspect the Complex including your Apartment at any time and you will pay us charges of up to \$50 for each item of yours that we remove.
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 which you shall repair before the end of the Lease Term) 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 responsible for accepting the packages or for theft, damage, or other loss. You must show your valid picture ID to retrieve your package.
21. Syracuse University ("SU") has advised us that SU will periodically (including daily) close the Slocum Drive such that access over Slocum Drive to East Colvin Street and access to Slocum Drive from East Colvin Street will not be available by motor vehicle. You agree to refrain from tampering with such gate or otherwise seeking to obtain access by motor vehicle to East Colvin Street over Slocum Drive or to Slocum Drive from East Colvin Street at any such time as the gate is closed.
22. Each tenant of the Complex agrees that if any guest of such tenant is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or a misdemeanor offense involving possession, preparation, sale or delivery of a controlled substance, marijuana or illegal drug paraphernalia, or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation or harassment, rape and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or a deferred adjudication and whether or not such arrest relates to conduct on or outside of the Complex, such person may not thereafter be a guest of any tenant of the Complex. Violations or infractions of this Rule shall not be subject to the complaint procedure set forth in paragraphs labeled First, Second and Third at the beginning of these Rules and Regulations.

INITIALS
RESIDENT _____

MANAGER _____

PARENTAL OR SPONSOR GUARANTY

Dated: _____

In consideration for, and as an inducement for EDR Syracuse, LLC to enter into the foregoing Lease (the Lease"), and for other good and valuable consideration, the receipt and sufficiency of which you acknowledge, the undersigned (the "Guarantor" or "you") guarantees absolutely and unconditionally, jointly and severally if more than one person signs this Guaranty or any other Guaranty of the "Tenant's" obligations under the Lease, to us the full performance and observance by _____ (the "Tenant") and any assignee of the Tenant of all the Tenant's obligations, liabilities, and agreements under the Lease and of any amended, revised or continued lease, including, but not limited to, the payment of Rent and other amounts payable by Tenant to us (collectively, the "Obligations"). You expressly waive demand, notice of protest, and notice of any changes, renewals, modifications of the Lease, or of default by Tenant. Guarantor waives each and every notice to which Guarantor might be entitled to under the Lease or otherwise, including, without limitation, notice of any breach under or default by the Tenant of the Lease. This is a guaranty of payment and not of collection and Guarantor's liability is primary and absolute and is not secondary. This Guaranty shall apply to Tenant's Obligations arising during the Term of the Lease, as well as to Obligations arising during any extension or renewal Term thereof and during any holdover term following the Lease Term. As used in this Guaranty, the term "you" shall refer to each person signing below and shall also include (i) your successors, assigns, and (ii) all other persons and entities claiming by, through or under you. When the term "Guarantor" includes more than one person, each such person shall be jointly and severally liable for all of the obligations of Guarantor under this Guaranty or under any other guaranty of Tenant's Obligations signed by each such other person. Each such Guarantor waives any right to require us to enforce this Guaranty against any other person(s), including any other Guarantor. The liability of each person under this Guaranty shall continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other person(s) or the release or discharge (whether by agreement, operation of law, or otherwise) of any other person(s), including the Tenant or any other Guarantor. Each person signing this Guaranty waives any rights that he/she might otherwise have under law or at equity by reason of any release the Tenant or of any other Guarantor. Guarantor waives each and any defense that otherwise might be available to a guarantor or surety excepting only full and complete payment and performance of all of the Obligations. If we institute any legal proceedings against Guarantor to enforce this Guaranty, Guarantor shall pay the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. Guarantor agrees that the internal laws of the State of New York (exclusive of New York's conflicts of law rules and public policies) exclusively govern the obligations of the Guarantor and the rights of the Landlord hereunder. Guarantor consents to the jurisdiction of, and venue in, any court otherwise having subject matter jurisdiction and located within Onondaga County, New York and agrees that any such Court is a convenient forum.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty.

GUARANTOR: _____
SIGNATURE OF GUARANTOR

DATE PRINTED NAME OF GUARANTOR

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 or stamp this _____ day of _____,
_____.

Notary Public

[NOTARIAL SEAL or STAMP]

My commission expires on _____

BILLING ADDRESS

CITY/ STATE/ZIP CODE

TELEPHONE

CELL PHONE NUMBER

EMAIL ADDRESS