

STUDENT HOUSING LEASE CONTRACT



This is a binding document. Read carefully before signing.

General Lease Provisions

Prathyusha Devareddy and us, the owner: APTITUDE 4TH ST LLC					
	and i	us, the owner: APTITUDE 4TH ST LLC			
	(nam	e of community or title holder).			
2.		RTMENT. You are renting: partment Number			
	\Box B	edroom No, or loor Plan D1			
	at <u>2</u>	400 South 4th Street			
	(city)	et address) in Louisville J. Kentucky, 40208 (zip code) (herein the Community) se as a private residence only.			
	area all fe set a	entire group of apartments in the buildings and all common s are collectively "the Community". When this lease is signed, es are paid and any guarantor paperwork is received, we will side a bedroom from our inventory for you. We will notify you ur bedroom assignment prior to move-in if not noted above.			
	2.1.	Use and Occupancy. Your access may include exclusive areas, shared common space in the unit, and common areas in the Community.			
		We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.			
		We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.			
		You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.			
	2.2.	Access Devices. To the extent necessary, you'll receive access devices for your room and Apartment and mailbox, and other access devices including:			
		Any policies regarding use of the access devices, including deposit(s) for the access devices will be listed in the "Special Provisions" on the final page of the lease contract.			
		You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 24 (Default by Resident).			
3.	day of noon. This continuous of in	M. The term of the Lease Contract begins on the			

renewal notice. If we give you a renewal offer and you do not respond, your failure to respond does not act as a termination notice from you.

- **3.1. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then:
 - (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand;
 - (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice;
 - (C) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and
 - (D) at our option, we may extend the Lease Contract term—
 for up to one month from the date of notice of Lease
 Contract extension—by delivering written notice to
 you or your apartment while you continue to hold over.

We may also file suit for possession and recover up to three months periodic rent or threefold the damages sustained by us, whichever greater, plus attorney's fees.

4. RENT AND CHARGES. Your rent for the term is \$ 6039.00
Under this Lease and in accordance with our policies, your total rent amount is payable in advance and without demand in11_ installments of \$549.00 each.
The first installment is due on or before the 1st of the month in which this Lease begins. All remaining installments will be due (check one) on or before the first day of each month beginning 10 (month), 2023 (year) or on the following
dates:

If you don't pay the first installment by the date above, we may declare you to be in default and in addition to all other default remedies we do have to allow you to take possession of the Unit and we can begin the process of renting the Unit to someone else the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Paragraph 24 (Default by Resident) apply to acceleration under this paragraph. You must pay your installments on or before the 1st day of the month in which they are due or as otherwise provided above. There is no grace period, and you agree that not paying by the 1st of the month or as otherwise provided above is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

	at the onsite manager's office through our online payment site
	at
re m ch vi pu ac is	Te may, at our option, require at any time that you pay ent and other sums in cash, certified or cashier's chooney order, or one monthly check rather than mult necks. At our discretion, we may convert any and all che a the Automated Clearing House (ACH) system for a troposes of collecting payment. Rent is not considerepted, if the payment/ACH is rejected, does not clear stopped for any reason. Rent and late fees are due with the mand, and all other sums are due upon our demand.
m re fin W	pplication of Money Received. When we reconey, other than utility payments subject to governme gulation, we may apply it at our option, and without not rest to any of your unpaid obligations, then to current reamy do so regardless of notations on checks or morders and regardless of when the obligations arose.
	tilities and Services. We'll pay for the following
X	necked: gas X water
ut	our per-person share of any submetered or alloca filities or services for the apartment will be included a emized charge on a billing statement to you. "Per pers
liv y c	determined by the number of residents authorized to ving in the apartment at the time of the utility billing ou by us or our agent. You'll pay for all other utilities ervices, related deposits, and any charges or fees on s
ut	ilities and services during your Lease term.
th \$_ fo	dditional Rent. If you don't pay rent in full by 11:59 p.m. te <u>3rd</u> day of the month, you'll pay additional ren \$60.00 The reach returned check or rejected electronic pay must any additional rent (as set forth above). If you don't
re th	ent on time, you'll be delinquent and all remedies un iis Lease Contract will be authorized. We'll have all ot emedies for such violation.
re ar	concessions. If the following box is marked, you he received the following concessions listed below. Concessions in the following concessions are inducements for you to sign a lease for the particular partment in this Community:

your full and complete compliance with all of the terms of

the Lease and that you remain a resident for the full term

of your lease. Therefore, in the event you are determined

to be in default of your lease agreement, or terminate your tenancy for any reason prior to the ending date provided

in Paragraph 3 (Term) of this Lease, all future concessions

are terminated and hereby held void. Any concessions

received through the date of default or termination are

hereby forfeited and are immediately due and payable to

us. All payment obligations under this Lease Contract shall

Unless otherwise prohibited by law, if, during the term of this

Agreement, any locality, city, state, or Federal Government

imposes upon Us, any fee, charge, or tax, which is related to

or charged by the number of occupants, or by the apartment

unit itself, such that we are charged a fee, charge, or tax,

based upon your use or occupancy of the apartment, we

may add this charge as Additional Rent, during the term of

the Lease Contract, with thirty (30) days advance written

notice to you. After this written notice (the amount or

approximate amount of the charge, will be included), you

agree to pay, as Additional Rent, the amount of the charge,

tax or fee imposed upon us, as a result of your occupancy. As

examples, these charges can include, but are not limited to:

4.6. Ad Valorem Taxes/Fees and Charges - Additional Rent.

constitute rent under this Lease Contract.

any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

- **4.7. Lease Changes.** No other rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.
- **5. SECURITY DEPOSIT.** Your security deposit is \$ _ 0.00 due on or before the date this Lease Contract is signed. An animal deposit will be stated in any animal addendum, only if an animal is permitted. Any animal deposit will be stated in an animal addendum. The security deposit will not be our limit of damages if you violate the lease contract. Your security deposit will be held in a financial institution escrow account as shown on page 9, until disposition. You acknowledge that you have received a list of any damages existing in the Apartment prior to move-in, and that you have had an opportunity to inspect the Apartment to ascertain the accuracy of such listing prior to taking occupancy. You acknowledge that you have signed such list of existing damages, or signed an attached statement detailing your objections to such list. Your failure to sign such list or attach a statement detailing objections will be deemed a waiver by you.
 - 5.1. Refunds and Security Deposit Deductions. In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear. At the termination of your tenancy, we'll inspect the Apartment and compile a listing of any damage to the Apartment which is the basis for any charge against the security deposit. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing to which items on the list you dissent, and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any damages under this Section. You have the right to inspect the Apartment to ascertain the accuracy of such listing within 5 days after we provide you the moveout itemization. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list to the forwarding address you provide. If no forwarding address is provided, we will mail such list to your last known address. You will have sixty (60) days from the post mark date to contact us to receive your refund. If we have not received a response from you within sixty (60) days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf. This does not mean you have 60 days to dispute the moveout itemization.

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke-detector and/ or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the Apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned- out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 27 (Disposition of Property Left In Your room and Apartment After Surrender, Abandonment, Or Eviction); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 19 (Animals); government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned- check charges; and,

if allowed by statute, attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract and these charges may be deducted from any deposit.

- - **6.1. Exclusion of Persons.** We may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any Apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area any person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community. We may exclude persons who have been previously evicted or asked to move from the Community in lieu of an eviction. We may exclude anyone who has been given a written trespass notice from us.
- 7. CARE OF UNIT/COMMON AREAS AND DAMAGES. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts:

- (A) damage to doors, windows, or screens;
- (B) damage from windows or doors left open; and
- (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each residentisjointly and severally liable for all Lease Obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge all residents, and particularly those residents in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. We remind you, the only insurance which covers loss or damage to your personal property (your contents) is insurance you purchase yourself. Contents insurance may be available as part of a liability insurance policy offered for purchase through our office. You are required to purchase and maintain renter's insurance in a minimum policy coverage amount of years from a carrier with an AM Best rating of a B+ or better, licensed to do business in Kentucky.

If no box is checked, renter's insurance is not required.

Additionally, (Select one. If none is selected then option "a" shall be deemed to be selected):

- insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$\frac{10000.00}{from a carrier with an AM Best rating of a B+ or better, licensed to do business in Kentucky. Failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.
- ☐ b) Not required to purchase personal liability insurance.

**NOTE: Any liability insurance you buy additionally is strongly recommended and will act as primary coverage to our force placed coverage secondary. ANY LIABILITY INSURANCE WE REQUIRE YOU TO PURCHASE, UNDER (c) ABOVE, DOES NOT INCLUDE ANY COVERAGE FOR YOUR CONTENTS. CONTENTS COVERAGE IS STRONGLY RECOMMENDED AND YOU UNDERSTAND WE HAVE NOT PURCHASED INSURANCE FOR YOUR CONTENTS UNDER ANY OPTION IN THIS PROVISION.

Any policy you purchase or that we purchase for you shall waive any rights of subrogation by you or your insurance company against us.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the Community for which the above rental agreement applies. If you or any member of your household, guests or invitees causes damage to the Apartment or Community in an amount less than your personal insurance deductible you are responsible to us for the amount of such damage.

In the event damage occurs and you have a liability policy with a deductible, you agree that you owe us, and agree to indemnify us, for the amount of the deductible along with any amount that is in excess of the insurance coverage that you have purchased regardless of whether you have exceeded your limit of liability, the loss is from an excluded condition, or for your failure to purchase insurance with such specific coverage. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. SECURITY AND SAFETY DEVICES.

- 9.1. Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability. You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed during your tenancy, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100, actual damages, and attorney's fees.
- **9.2. Duty to Report.** You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

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10. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay so long as the delay is not willful or in bad faith on our part.

The Lease Contract will remain in force subject to:

- (1) abatement of rent on a daily basis during delay; and
- (2) your right to terminate as set forth below.

Termination notice must be in writing upon at least five (5) days notice and must be delivered to our place of business through which the rental agreement was made or to any place held out by us as the place for receipt of communications, or mailed by certified mail to the landlord to either of the two locations listed immediately above. After termination, you are entitled only to refund of deposit(s) and any rent and security deposit paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Apartment.

Resident Life

- 11. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written Apartment rules and Community policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all Apartments in the Community and do not change dollar amounts on page 1 of this Lease Contract.
 - 11.1. Limitations on Conduct. Your room and Apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. No loitering. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms. and similar areas must be used with care in accordance with Apartment rules and posted signs. Glass containers are prohibited in or near pools and other common areas. You, your occupants, or guests may not anywhere in the complex: use candles or use kerosene lamps or kerosene heaters without our prior written approval; store anything in closets having gas appliances; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your room and Apartment or in the Community is prohibited except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your room and Apartment for business purposes. We may regulate:
 - (1) the use of patios, balconies, and porches;
 - (2) the conduct of furniture movers and delivery persons;
 - (3) recreational activities in common areas.

You'll be liable to us for damage caused by you or any guests or occupants. No use of any grill is permitted on a balcony or patio (in the case of the patio unless there is 25 feet of clearance from any flammable structure). No storage of grills in or outside the Apartment is permitted. No gas such as propane may be stored in the Apartment, any storage area, or balcony/patio.

You must notify us in writing of any anticipated extended absence from your Apartment in excess of seven (7) days no later than the first day of the extended absence. You will be responsible for any damages incurred as a failure to so notify us.

- 11.2. Notice of Convictions and Registration. You agree to notify us if you or any occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property or any other criminal activity or deferred adjudication which violates the criminal records requirement of our written rental standards of the Community in place at the time of the conviction. You also agree to notify us if you or any occupant registers as any level or type of sexually oriented offense in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.
- 12. PROHIBITED CONDUCT. You, your occupants or guests, or the $guests\, of\, any\, occupants, may\, not\, engage\, in\, the\, following\, activities:$ (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening

- violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Community;
- disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications:
- (g) bringing hazardous materials into the Community;
- (h) using windows for entry or exit; or
- (i) heating the apartment with a gas-operated cooking stove or oven;
- (j) injuring our reputation by making bad faith allegations against us to others; or
- (k) smoking of any kind, in accordance with our policies; and
- (l) Violation of any other duty imposed upon tenant under the Kentucky Revised Statutes 383.500 et seq, but not exclusively 383.605; 383.615; 383.655.
- 13. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the Community if it:
 - (1) has a flat tire or other condition rendering it inoperable;
 - (2) is on jacks, blocks or has wheel(s) missing;
 - (3) has no current license plate or no current registration and/or $\,$ inspection sticker;
 - (4) takes up more than one parking space;
 - (5) belongs to a resident or occupant who has surrendered or abandoned the Apartment or been asked to vacate by any appropriate authority;
 - (6) is parked in a marked handicap space without the legally required handicap insignia;
 - (7) is parked in space marked for manager, staff, or guest at the office;
 - (8) blocks another vehicle from exiting;
 - (9) is parked in a fire lane or designated "no parking" area;
 - (10) is parked in a space marked for other resident(s) or unit(s);
 - (11) is parked on the grass, sidewalk, or patio;
 - (12) blocks garbage trucks from access to a dumpster;
 - (13) belongs to a resident and is parked in a visitor or retail parking space; or
 - (14) Is not moved at least once per ___ _ days. If no number is filled in, the number shall be Seven (7).
- 14. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.
- 15. MILITARY PERSONNEL CLAUSE. You may terminate your tenancy if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate your tenancy if: you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less

lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 32 (Special Provisions), you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate your tenancy under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 24 (Default by Resident). You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

16. RESIDENT SAFETY AND LOSS. We are not liable to you, other residents in your unit or your guests, you release us for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes. We're not liable to you, other residents, guests or occupants and you release us for personal injury, of any sort, up to and including death. For all these reasons, we are not liable to any Resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your Apartment, you'll be liable for damage to our property and the property of others.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

- **16.1. Moisture Control.** Unless we instruct otherwise, you must 24 hours a day, during freezing weather, keep the Apartment heated, and at all other times, you must:
 - run the HVAC systems blower fan to circulate air to retard the potential for moisture, mold and mildew;
 - (2) at all times when using any shower or other bathing device, run the exhaust fan if any, provided in the bathroom area; *and*
 - (3) if you are maintaining other items in the Apartment which produce moisture, such as an Aquarium, you must run the air conditioning (if provided) in the summer to keep the temperature below 85 degrees Fahrenheit in the Apartment during the months when the temperature outside exceeds 85 degrees.

17. CONDITION OF THE APARTMENT AND ALTERATIONS.

You are advised, pursuant to Kentucky Penal Code 512.020 that as a Resident, if you intentionally or wantonly deface, destroy or damage a residential rental property causing a pecuniary loss of One Thousand Dollars (\$1,000.00) or more, this is a criminal act under the Kentucky Revised Statutes and could lead to a conviction of Criminal mischief in the first degree if you have no right to do so. Criminal mischief is a Class D Felony. Further, as a Resident, if you intentionally or wantonly deface, destroy or damage Residential Rental Property causing a pecuniary loss to us of Five Hundred (\$500.00), but not less than One Thousand (\$1,000.00) Dollars, you can be found guilty of Criminal mischief in the second degree, which is a Class A misdemeanor and if you cause damage as a Resident having no right or reasonable grounds to wantonly deface, destroy or damage residential property causing a pecuniary loss of less than Five Hundred Dollars (\$500.00), you can be found guilty of Criminal Mischiefin the Third Degree, which can be a third degree Class B misdemeanor. This Community cooperates with law enforcement and prosecuting fully criminal $% \left(1\right) =\left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left($ damage to our Community and to the room and Apartment by you, your occupants and your guests.

You may not engage any person or entity acting as the authorized agent of the Owner to enter into any agreement or contract.

Our interests shall not be subject to liens for improvements authorized by you, your guests, or invitees and you are required to notify any contractor you would engage for any work, in or around the Apartment, that you are not authorized to enter into a contract that binds Us for payment or liability. Any and all repairs and modifications to the Apartment, unless otherwise agreed in writing by a separate instrument signed by all parties, shall be made by Us or our authorized contractors. Any lien placed on the Leasehold Interest, the Apartment, or the Community which is caused by work authorized by You, shall be discharged by Us and You will be responsible to pay us the entire amount of the lien, plus all of Our costs, including, but not exclusively, any attorneys fees, court costs, recording fees, insurance premium fees, or otherwise, all of which shall be due and payable to us within Ten (10) days of the date we invoice you for the costs of removing or satisfying the lien, even if you believe the improvement materially benefits the Apartment or Community.

You accept the room and Apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You have received a list of damages existing in the Apartment prior to move-in, and you have had an opportunity to inspect the room and Apartment to check the accuracy of such listing. You must either sign the list or sign an attached statement detailing your objections to the list, and must return a copy to us within _____ days of taking occupancy. If no number is completed, the number shall be Three (3). (See also paragraph 4 (Security Deposit)). Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the Apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, $painting, wall papering, carpeting, electrical \, changes, or otherwise$ alter our Apartment. No holes or stickers are allowed inside or outside the Apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, additional phone or TV-cable outlets, washing machines, alarm systems, or lock changes, additions, or rekeying is permitted unless it is statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the Apartment (whether or not we consent) become ours unless we agree otherwise in writing.

18. REQUESTS, REPAIRS, AND MALFUNCTIONS.

- 18.1. Written Requests Required. IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or Apartment constitutes a request from all residents.
- 18.2. Notifications and Requirements. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety of you, other residents of the Community or the Community.
- 18.3. Utilities. We may change or install utility lines or equipment serving the Apartment if the work or desired improvement is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

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- **18.4.** Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.
- 18.5. Our Right to Terminate for Casualty Loss/Community Closure. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions unless such damage was caused by the actions (or inactions) of you, your guests, or occupants, without regard to their/your negligence.

19. ANIMALS.

- 19.1. No Animals Without Consent. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or Community unless we've so authorized in writing. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, $rents, fees\, or\, other\, charges.\, An animal\, deposit is\, considered$ a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.
- 19.2. Removal of Unauthorized Animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the Apartment, 24 hours written notice of intent to remove the animal, and (2) following the procedures of paragraph 20 (When We May Enter). Prior notice of entry in paragraph 20 (When We May Enter) is waived for these purposes. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority and you agree not to return the animal to the Apartment. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.
- 19.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing if required in our sole discretion. You will also owe us animal damages and deposits listed in the Rules and Regulations or in any Animal Addendum. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.
- **20. WHEN WE MAY ENTER.** If you or any co-resident, guest or occupant is present, then repairs or services, contractors, our representatives, or other persons listed in (2) or (3) below may peacefully enter the bedroom or Apartment at reasonable times for the purposes listed in (2) or (3) below. If nobody is in the bedroom or Apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the Apartment immediately after the entry; and
- (2) no notice entry is for: responding to your request; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; removing perishables, including foodstuffs, if your electricity is disconnected; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; or showing Apartment to government inspectors for the limited purpose of determining housing and fire ordinance;
- (3) 48 hour notice entry is for: making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and/or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; showing Apartment to prospective residents (after move-out or vacate notice has been given); or to lenders, appraisers, contractors, prospective buyers, or insurance agents.

We are not liable for any animal you keep in the Apartment escaping when we enter the Apartment for any permissible purpose. Further, we may enter the Apartment to check on the status of any animal we believe to be in the Apartment, if we believe the animal has not been attended to by you for more than Forty-Eight hours.

- 21. NOTICES. Notices and requests from you or any other resident or occupant of the Apartment constitute notice from all residents. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice intended by us for all co-residents in your Apartment may be addressed to "all residents" of your Apartment. A notice intended by us for all residents in the Community may be addressed to "all residents."
- 22. SUBLETTING, TRANSFERS, RELOCATION AND REPLACE-MENTS. Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy, is allowed only when we expressly consent in writing.
 - **22.1. Resident's Request to Relocate.** You may change bedrooms with another resident in your Apartment if:
 - (1) within ______ days after your initial occupancy, we receive a joint request from you and another resident in your Apartment to exchange bedrooms (and all residents in both bedrooms approve the request); and
 - (2) you comply with our procedures and required documentation.

- **22.2. Owner's Discretion to Relocate.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.
- **22.3. Relocation.** To the extent practical and in our sole judgment, we will try to honor requests for specific floorplans or a specific Apartment.
- **22.4. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement subletting, assignment, or granting a right or any license to occupy, then:
 - (a) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
 - (b) you will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

If we approve a replacement resident, then, at our option:

- (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or
- (2) the remaining and replacement residents must sign an entirely new Lease Contract.

Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or security-deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writingeven if a new Lease Contract is signed. The departing resident will no longer be granted access to the Apartment for any reason.

Owner's Rights and Remedies

- 23. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:
 - (a) keep common areas reasonably clean, subject to paragraph 17 (Condition of the Apartment and Alterations);
 - (b) maintain fixtures, furniture, hot water, heating and A/C equipment, if provided;
 - (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing;
 - make all reasonable repairs, subject to your obligation to pay for damages for which you are liable; and
 - (e) address after hours service calls.
 - Your Remedies. If we violate any of the above, you may terminate your tenancy and exercise other remedies under the law only as follows: (a) you must deliver to us written notice specifying the acts and omissions constituting the breach, stating that your tenancy will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in thirty (30) days from the date of receipt of the notice; (b) if the breach is remediable by repairs, the payment of damages or otherwise and we adequately remedy the breach before the date specified in the notice, your tenancy shall not terminate by reason of the breach. If substantially the same act or omission which constituted a prior noncompliance covered by subsection (a) above for which notice was given recurs within six (6) months, then you may terminate your tenancy upon at least thirty (30) days written notice specifying the breach and the date of termination of your tenancy. You may not terminate for a condition caused by the deliberate or negligent act or omission of you, a resident of your unit, or any guests. Security deposits and prorated rent will be refunded as required by law.

You shall be liable for Our costs, including trip charges for any maintenance work performed after normal business hours that is either (a) called in as an emergency and is not an emergency, or (b) an emergency caused by Your action(s) or inaction(s) of Your family, guests, or invitees.

24. DEFAULT BY RESIDENT.

- 24.1. Acts of Default. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations:
 - (A) you don't pay rent or other amounts that you owe when due;
 - (B) you or any guest or occupant violates the Apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
 - (C) you abandon the Apartment;
 - (D) you violate your statutory obligations under Kentucky law and do not cure within the time described in notice to you;
 - (E) you give incorrect or false answers in a rental application;
 - (F) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in KRS 218A.500, or (2) any sex-related crime, including a misdemeanor;
 - (G) any illegal drugs or paraphernalia are found in your Apartment;
 - (H) you or any occupant, in bad faith, make an invalid complaint to an official or employee of a utility company or the government; or
 - (I) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

- 24.2. Termination of Tenancy for Nonpayment of Rent. If your default is for nonpayment of rent, we may give you written notice that your tenancy will terminate seven (7) days after you receive the notice if the rent is not paid in full by the end of those seven (7) days, and, if applicable, you waive thirty (30) days notice of default that may otherwise be required by Kentucky law. You specifically agree to these waivers of the limits although in certain parts of Kentucky, you may be entitled to thirty (30) days notice for any breach. If rent is not paid in full by the end of this seven (7) day period, your tenancy will terminate automatically (on the 8th day) without further notice. At our option, our written notice may give you a longer period in which to pay your rent.
- Termination of Tenancy for Other Reasons. If the reason for your default is for other reason(s), we may deliver to you a written notice specifying the acts and omissions constituting the default and stating that your tenancy will terminate fourteen (14) days after your receipt of the notice if the default is not remedied by the end of those fourteen (14) days, and, if applicable, you waive thirty (30) days notice of default that may otherwise be required under Kentucky law. If the default has not been remedied by the end of this fourteen (14) day period, or if the default cannot be remedied, your tenancy will terminate automatically (on the 15th day) without further notice. At our option, our written notice may give you a longer period in which to remedy your default. If substantially the same act or omission which constituted a prior default for which notice was given to you recurs within six (6) months of that previous default, we may terminate your tenancy upon fourteen (14) or more days written notice to you, specifying the default and the date of termination of your

Delivery of any of the above notices may be by:

- (1) certified mail, return receipt requested; and/or
- (2) personal delivery to any resident; and/or
- (3) personal delivery at the Apartment to any occupant over 16 years old; and/or
- (4) by delivery to the front door of the Apartment (either by attaching a copy to the door, placing the notice between the closed door and the door jamb, under or through the door into the Apartment, or by leaving the notice between any screen/storm door and the front door of the Apartment).

If notice is mailed, you are deemed to be in receipt of it two (2) days after it is mailed. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent. After giving notice of default, notice to vacate, notice of tenancy termination, or filing an eviction suit, we may still accept rent or other sums due. Such filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right except when you have in a timely manner cured a default after notice. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums.

24.4. Eviction. If you default, we may end your right of occupancy by giving you notice as described above. Notice may be made by the notice procedure specified in subparagraph 24.3. (Termination of Tenancy for Other Reasons) above. Accepting money at any time doesn't waive our right to damages, past or future rent, or other sums. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. In an eviction, rent is owed for the full rental period and will not be prorated.

- 24.5. Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent:
 - (A) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and
 - (B) you've not paid all rent for the entire lease term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations herein. Time is of the essence.

- 24.6. Forfeiture of Concessions. Concessions are made as an incentive to you to lease the Apartment and are dependent upon your full and faithful completion of all obligations imposed on you by this lease during the term. In the event of default, all concessions you have received are considered forfeited and immediately due and payable to us. Any concessions that you would otherwise be entitled to from and after the date of default are hereby considered void.
- 24.7. Other Remedies. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts in paragraph 32 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including suit for tenancy termination, possession, damages, rent, and all other monies due. Unless a party is seeking exemplary, punitive, sentimental, or personalinjury damages, the prevailing party may recover, to the extent allowed by statute, from the nonprevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear the highest lawful rate of interest (no less than 12%) per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. We may turn any returned checks over to law enforcement officials for prosecution according to law.
- 24.8. Mitigation of Damages. If you move out early, you'll be subject to the damages listed in Paragraph 24 (Default By Resident). We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.
- 24.9. Resident Responsibility for Liens for Improvement. You may not engage any person or entity acting as the authorized agent of the Owner to enter into any agreement or contract. Our interests shall not be subject to liens for improvements authorized by You, Your guests, or invitees. You are required to notify any contractor You would engage for any work, in or around the Apartment, that You are not authorized to enter into a contract that binds Us for payment or liability. Any and all repairs and modifications to the Apartment, unless otherwise agreed in writing by a separate instrument signed by both parties, shall be made by Us or Our authorized contractors. Any lien placed on the Leasehold Interest, the Apartment, or the Community which is caused by work authorized by You, shall be discharged by Us. You will be responsible to pay Us the entire amount of the lien, plus all of Our costs, including, but not exclusively, any attorneys fees, court costs, recording fees, insurance premium fees, all of which shall be due and payable to Us within Ten (10) days of the date. We invoice you for the costs of removing or satisfying the lien, even if You believe the improvement materially benefits the Apartment or Community.
- 25. EARLY MOVE OUT. You'll be liable to us for a reletting charge of $_{-}$ (not to exceed 100% of the highest monthly rent during the lease term) if you: fail to give written move-out notice as required in paragraphs 15 (Military Personnel Clause) or 27 (Move-Out Procedures); or are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

- 25.1. Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.
- 25.2. Buyout. A lease buyout may be available at this Community. This Community may offer lease buyout agreements only when requested, not in advance and therefore, you must contact us regarding the terms of such agreement. Even if we offer lease buyouts, a lease buyout may not be available under certain circumstances, as an example not before 6 months of occupancy fulfilled. This lease buyout agreement, if accepted by all parties shall govern the means by which you terminate the Lease Contract before the end of its term.

26. OTHER IMPORTANT PROVISIONS.

Representatives' Authority; Waivers; Notice.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Our representatives must give you a written release when this Lease Contract entitles you to

Any dimensions and sizes provided to you relating to the Apartment are only approximations or estimates; actual dimensions and sizes may vary. You are not entitled to a refund or rebate if the Unit is smaller than represented to you, listed on any written floorplan or if construction variances cause the walls of the Unit to be placed differently than shown or measured. Further the square footage stated by us may include balcony's and/or patios.

No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice $under \,this\,Lease\,Contract\,should\,retain\,a\,copy\,of\,the\,me\,mo,$ letter or fax that was given. Fax signatures are binding. All notices must be signed.

- 26.2. Entire Agreement. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.
- **26.3.** Waiver of Jury Trial. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Miscellaneous. 26.4.

- (A) Exercising one remedy won't constitute an election or waiver of other remedies.
- (B) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all
- (C) All remedies are cumulative.
- (D) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (E) This Lease Contract binds subsequent owners.
- (F) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.

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- (G) All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies.
- (H) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- All lease obligations must be performed in the county where the apartment is located.
- (J) All provisions of KRS Chapter 383 relating to residential leases shall apply to this Lease Contract.
- (K) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- **26.5. Rooming House.** In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.
- **26.6.** Force Majeure. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the Community to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

26.7. Agreement to Arbitrate. Except as prohibited by law, and specifically excluding any action in Forcible Entry and Detainer, in the event the parties are unable to resolve any dispute by mediation, the parties agree that such claims shall then be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator as administered by the American Arbitration Association (AAA) under its applicable $arbitration\ rules\ for\ expedited\ arbitration.\ Arbitration$ of any claim between the parties shall be governed under the Federal Arbitration Act of 1925. The parties further agree that the election to resolve disputes by mandatory arbitration is a fair, appropriate, and a negotiated remedy to resolve the dispute, that the parties agree and understand that the ownership of the Apartment Community and its management may be located in a state different from the state in which the Community is located, and due to the interstate nature of the relationship between the parties and the fact that both parties are assuming risks, that the mandatory arbitration requirement is appropriate. The election by either party for binding arbitration, shall be in writing and shall be served on the other party in the manner prescribed in this Rental Agreement for the $giving\ of\ notices.\ All\ such\ arbitration\ proceedings\ shall$ take place at such location within Twenty (20) miles of the Facility. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorneys fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by You and Us.

End of the Lease

- 27. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in acceleration of future rent under Paragraph 24 (Default By Resident) and any required demand notice. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. If you leave owing rent, concessions or other monies other than for damages, we may, in the event you do not demand return of the deposit within thirty (30) days after you vacate the Apartment, remove any excess deposit from the escrow account and apply such excess to any other debt owing to us. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
 - 27.1. Cleaning. You must thoroughly clean the room and Apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
 - 27.2. Move-Out Inspection. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 28. DISPOSITION OF PROPERTY LEFT IN YOUR APARTMENT AFTER SURRENDER, ABANDONMENT, OR EVICTION.
 - **28.1. Definition of Surrender And Abandonment of Apartment.** You have "surrendered" the Apartment when:
 - (1) the move out date has passed and no one is living in the Apartment in our reasonable judgment; or
 - (2) all Apartment keys and access devices listed in this Lease Contract have been turned in where rent is paid—whichever date occurs first.

- everyone appears to have moved out in our reasonable judgment;
- (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment;

- (3) you've been in default for nonpayment of rent for seven (7) consecutive days or water, gas, or electric service for the Apartment not connected in our name has been disconnected or terminated; and
- (4) you've not responded for three (3) days to our notice left on the inside of the main entry door, stating that we consider the Apartment abandoned.

An Apartment is also "abandoned" ten (10) days after the death of a sole resident. In the event of surrender or abandonment our re-entering the Apartment shall not be construed as a relinquishment on our part.

- 28.2. The Ending of Your Rights. Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the Apartment; determine any security deposit deductions; and remove property left in the room and Apartment. Surrender, abandonment, or eviction doesn't affect our duty to give you prorated credit for rent later received from others during the remainder of your lease term or renewal period.
- 28.3. Entry and Disposition of Your Property. Immediately after surrender, abandonment, or eviction, we may in accordance with law: enter and take possession of the Apartment; remove, store, sell, or throw away property left in the room and Apartment when authorized below; and exercise other rights under paragraph 27 (Disposition of Property Left in Your Apartment After Surrender, Abandonment, or Eviction) relating to clean-up, repairs, and security deposit deductions.
- **28.4. Removal of Your Property.** All property left in the room and Apartment or common areas by you or others after eviction or after surrender or abandonment of the Apartment may be removed by us or (law officers), at your expense.
- **28.5. Storage of Your Property.** We may store but have no duty to store property removed after judicial eviction or after you have surrendered or abandoned the Apartment. We're not liable for casualty loss, damage or theft of stored property. You must pay reasonable charges for our packing, removing, storing, selling, and disposing of such property.

- **28.6. Other Bedrooms:** If you place any of your property in another bedroom (other than the one designated in this Lease) or in any nonexclusive area of the apartment, we are not liable for damage or disposal of this property. You may not elect to take occupancy of another Bedroom in the Apartment, even if all occupants of the Apartment agree, without our written consent. No storage between occupancies is allowed, even if you are transferring to another apartment in the Community.
- 28.7. Redemption of Your Property. If we've stored property under this paragraph, you may redeem it prior to sale or disposition under the following subparagraph by paying all sums you owe, including rent, late charges, storage, damages, attorney's fees, etc. You must pay reasonable charges for our packing, removing, and storing such property. We may require payment by cash, money order, or certified check. If you request in writing, we will provide you an accounting.

General Provisions and Signatures

- 29. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. Also, we may respond to request for rental history for any landlord or mortgage company named in an application made by you or any occupant. You release us from all liability for responding or failing to respond to these requests.
- **30. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.
- 31. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- 32. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amend ments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original. You agree that you have received a copy of the document provided by the Kentucky Commission on Human Rights called Opening the Doors of Opportunity.

33.	provisions before sign	PROVISIONS. s and any adden ning will becom cting provision	da or ie a pa	written rule art of this Le	es fu ease	rnished to g and will su	you at o

Before submitting a rental application or signing a Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made in the Lease if agreed to in writing by the parties. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

You are entitled to receive a copy of this Lease after it is fully signed.

Keep it in a safe place.

If this document is being executed electronically, I agree that I have previously consented to conducting this transaction by electronic means as defined by KRS§ 369.105(2) and that by affixing my digital signature or consenting to the document by pressing "I accept" that this electronic signature will have the same binding and controlling effect as if I had signed the paper document by my own hand.

effect as if I had signed the paper document by my own hand.

Resident (sign below)

Date Signed
Owner or Owner's Representative (signing on behalf of owner)
Date Signed
Name, address, and account number of financial institution in which security deposit will be deposited (must be filled out)
Name and address of locator service (if applicable)
Person authorized to manage the Apartment, and may be changed any time by us with posting of notice. (Must be completed).
Alex Warren
Address and phone number of owner's representative for notice purposes
2400 South 4th Street
Louisville, KY 40208 (502)780-6606

After-hours phone number ______(Always call 911 for police, fire, or medical emergencies.)

SPECIAL PROVISIONS (CONTINUED F	FROM PAGE 10)		

ANIMAL ADDENDUM

Becomes part of Lease Contract



Please note: We consider animals a serious responsibility and a risk to each resident in the Apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not the property manager or anyone else).

1. APARTMENT DESCRIPTION. Unit No TBD, 2400 South 4th Street (street address) in Louisville	5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$_25.00\ The monthly rent amount in the Rent and Charges paragraph of the Lease Contract [check one] _ includes \(\mathbb{Z} \) does not include this additional animal rent.
(city), Kentucky, 40208 (zip code). 2. LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 31, 2023 Owner's name: APTITUDE 4TH ST LLC	 6. ADDITIONAL FEE. You must also pay a one-time fee of \$\(\frac{250.00}{\text{our policy to not charge a deposit for assistance animals.}}\$ 7. LIABILITY NOT LIMITED. The additional monthly rent and
	additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
Residents (list all residents): Prathyusha Devareddy	any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the Apartment or community. Despite the fact that there are two (2) s paces for animals, we may limit the number of animals permitted to one (1).
	Animal's name: Type: Breed: Color:
The term of this Addendum is as follows: Begins on and ends on	Weight: Age: City of license: License no.: Date of last rabies shot: Housebroken?
The Lease Contract is referred to in this Addendum as the "Lease Contract." This Addendum constitutes an Addendum to the above described Lease Contract for the above described	Animal owner's name:
Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.	Type:
3. A. X NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize assistance animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD	License no.: Date of last rabies shot: Housebroken? Animal owner's name:
regulatory guidelines, and any applicable state and/or local laws.	
B. CONDITIONAL AUTHORIZATION FOR ANIMAL If this box is checked, you may keep the animal that is described below in the Apartment until the Lease Contract expires unless we terminate the Animal Addendum. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violates any of the rules in this Addendum. See paragraph 12.	Breed:
4. ANIMAL DEPOSIT. An animal deposit of \$	[:

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one] \square does, or \boxtimes does not include this additional deposit amount. Refund of the animal deposit will be subject to the $terms\ and\ conditions\ set\ for th\ in\ the\ Lease\ Contract\ regardless$ of whether it is considered part of the general security deposit.

,	Type:
	Breed:
(Color:
	Weight: Age:
	City of license:
I	License no.:
	Date of last rabies shot:
	Housebroken?
1	Animal owner's name:
-	
	NSURANCE. Prior to allowing the animal(s) identified nerein to reside in or around the Apartment, if the approved animal is a dog, you agree that you shall provide us proof that you have obtained personal liability insurance in a minimum policy coverage amount of \$100,000.00 per occurrence, per dog approved, from a carrier with an AM Best rating of a B+ or better, licensed to do business in Kentucky. We shall be named as an additional insured on the policy. You must provide proof that we have been named as an additional nsured before bringing the animal to the Apartment. Failure to obtain and maintain a liability policy as described above, in force and effect at all times during the Lease Agreement, as required by this Addendum shall constitute a breach of the Lease Agreement and Addendum and shall result in our exercising any or all of the following rights and remedies: 1) We may require that you promptly remove the animal from the Apartment with 14 days written notice and not return the animal to the Apartment; 2) We may elect to declare a default and terminate your tenancy; or 3) We may obtain iability insurance, solely in our name with the Community as the only named insured, at your expense and such premium charged for the one year lump sum) shall become additional tent due and payable with the next installment of rent. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: Pet Friendly; No more than 1 pet per resident and cannot exceed 35 pounds.
11.	EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.
	Doctor:
	Address:
	City/State/Zip:
	Phone:
12.	TERMINATION OF ANIMAL ADDENDUM. We may at any time with reasonable notice (depending on the reason for

Animal's name

notice but no more than thirty (30) days) terminate your right to keep the animal listed in this Addendum if we determine, in our sole discretion, that the animal(s) is not coexisting well in the Community or if you fail to follow our animal rules and policies. If we terminate the right to keep the animal(s) you agree to promptly remove the animal and not allow it to return to the Community or Apartment. We may, at our sole option, offer to terminate your lease with us at the same time as the animal must leave, but we do not have to do so.

- 13. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:
 - The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the Apartment.
 - Dogs, cats, and assistance animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
 - Inside, the animal may urinate or defecate only in these designated areas: Cats - Litter Box
 - Outside, the animal may urinate or defecate only in these designated areas: **Grassy Areas**
 - Animals may not be tied to any fixed object anywhere outside the apartments, except in fenced yards (if any) for vour exclusive use.
 - You must not let an animal other than assistance animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other
 - Your animal must be fed and watered inside the Apartment. Don't leave animal food or water outside the Apartment at any time, except in fenced yards (if any) for your exclusive
 - You must keep the animal on a leash and under your supervision when outside the Apartment or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
 - Unless we have designated a particular area in your Apartment or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the Apartment in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- **14. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 15. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the Apartment and apartment community within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
- 16. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the Apartment and apartment community if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- 17. YOUR REMOVAL OF THE ANIMAL. As we may be responsible if your animal bites another person or animal, you agree the animal must be immediately and permanently removed if we see or receive any complaint that the animal is exhibiting any vicious tendency.

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- 18. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the Apartment and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
 - abandoned the animal;
 - left the animal in the Apartment for an extended period of time without food or water:
 - failed to care for a sick animal;
 - violated our animals rules; or
 - let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

19. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the Apartment, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. $Payment\ for\ damages,\ repairs,\ cleaning,\ replacements,\ etc.$ are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation, any judgment rendered against us, and attorney's fees resulting from any such damage.

- 20. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- **21. MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- **22. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 14 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents (All resident's must sign)	Owner or Owner's Representative (Signs below)
	Date of Signing Addendum



BED BUG ADDENDUM



August 31, 2023 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your Apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1.	APARTMENT D								
	Unit No.	TBD	, 2400 South 4th						
	Street								
	-	(street address) in							
	(') II 1								
	(city), Kentucky	, 40208	(zīp code).						
2.	LEASE CONTRA	ACT DESCRIPTION	N.						
		Date: August 31	•						
	Owner's name:	APTITUDE 4TH	ST LLC						
	Residents (list all residents):								
	Prathyusha	Prathyusha Devareddy							

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the Apartment or personal property in the Apartment. You understand that we relied on your representations to us in this Addendum.
- 4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:
 - YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION:

• YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the Apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the Apartment and building. We can select the method of treating the Apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense. have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the Apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the Apartment for a bed bug infestation on your own.

- **6. NOTIFICATION.** You must promptly notify us:
 - of any known or suspected bed bug infestation or presence in the Apartment, or in any of your clothing, furniture or personal property.
 - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the Apartment.
 - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
- 7. COOPERATION. While we are responsible for making reasonable provisions for the extermination of roaches, ants, wood destroying organisms, and other treatable insects such as bed bugs, we may not be responsible for paying for treatment for bed bugs in the Apartment under certain circumstances described below (Provision 9). In order to deter bed bugs from entering or spreading to the Apartment, you agree that all times during this Lease agreement that you shall: 1) Keep all mattresses, used or stored in the Apartment, wrapped or sealed in a mattress cover made of vinyl, plastic, or other impervious material that must remain sealed or completely closed at all times, there must be no tears or rips in the covering of the mattress; and 2) Not to place anything in the Apartment, especially used furniture, unless it thoroughly inspected by you, prior to placing it in the Apartment. Further, you must cooperate with us and our licensed pest control agents to treat and eliminate the presence of any bed bugs. You agree: 1) To follow any pretreatment instructions provided by us or our pest control operator to prepare the Apartment for treatment; 2) Have the Apartment prepared on the day of treatment, this may include putting away food and personal care items, movement of furniture and, if so instructed, vacating and staying out of the Apartment for a period of hours during that period of treatment described in the pretreatment instructions; 3) Following all post-treatment directives and instructions including the disposal of property that cannot be treated, and regular vacuuming; and 4) maintaining certain items in sealed containers as much as practically possible between treatments. You further agree that you will not treat for any live bed bug activity yourself with any chemical or treatment commonly available at hardware or home improvement stores. Only chemicals used by our licensed pest control operators may be used to treat for bed bugs. Additionally, you agree to report any sign of bed bugs, live or dead activity, to our office immediately.

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- **8. TEMPORARY RELOCATION.** Infestations from such pests, including bed bugs in the Apartment and/or adjoining apartment, may necessitate you vacating the Apartment either temporarily or permanently in order for us to eradicate the infestation. If you are relocated or the lease is terminated then we shall be released from all other obligations under this Lease Agreement. If we terminate your Lease Agreement and infestation is not caused or worsened by your actions or $% \left(x\right) =\left(x\right)$

You will be responsible for the costs of moving other residents in order to treat adjoining or neighboring apartments, to your Apartment and you may be responsible for the costs of our lost rental income and expenses incurred in relocating neighboring residents to perform pest control treatments or eradicate infestations in apartments adjacent to yours. If you fail to pay us any of the costs you are liable for, you will be in default and we will have the right to terminate your

inactions and you vacate according to this Provision then you shall be released for the balance of your financial responsibilities under the Lease Agreement except for physical damages, beyond ordinary wear and tear, to the Apartment. If the infestation is caused by you, your family, your guests, or your invitees then we shall not be liable for the costs of such relocation and we do not have to offer you another apartment in the Community or another Apartment owned by our company. In the event of such relocation or termination of your lease, you may still be liable and we may still charge you for extermination charges as listed in Provision 9 below. 9. RESPONSIBILITIES. You agree to avoid creating any condition which would cause or promote the presence of bugs, including bed bugs. You will be required to pay for a portion or all of any treatment to eradicate bed bugs in the Apartment if any infestation from your Apartment spreads to other adjoining apartments above, below, or next to your Apartment and you have failed to follow Provision 7 (Cooperation) requirements above. Further, you will be responsible for all of the costs of treatment if we determine that: 1) Your actions or inactions contribute to or result in a bed bug infestation; 2) Your mattresses are not encased as required by this Addendum; 3) If you fail to report a bed bug condition immediately upon the time that you notice live or dead activity; 4) If you try to "self treat" the infestation as prohibited by Provision 7 of this Addendum; or 5) If you fail to prepare or fail to cooperate with the treatment described in the Cooperation Provision of this Addendum, including denying access for treatment of the Apartment. Any invoice submitted to you for the cost of extermination of any bed bug infestation shall become Additional Rent due and payable with the next monthly Rent payment and, your refusal to pay any Additional Rent charged with the next monthly Rent payment may be considered as a partial Rent payment by you and may be refused by us.	right of occupancy and exercise all the rights and remedies under the Lease Agreement and obtain immediate possession of the Apartment. If you move out after your right of occupancy has been properly terminated, you will be liable for all lost rent under the Lease Agreement. 10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
You are legally bound by this do	ocument. Please read it carefully.
Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
	Date of Signing Addendum

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with $% \left(1\right) =\left(1\right) \left(1\right) \left($ poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- · Crown moldings
- · Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do $not\,succeed\,in\,returning\,to\,their\,hiding\,spots\,without\,leaving$ traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- Do not bring used furniture from unknown sources into your Apartment. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- Do address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





1. APARTMENT DESCRIPTION.

MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your Apartment. That is why this addendum contains important information for you, and responsibilities for both you and us.

Unit No	TBD	, 2400	South	4th				
Street								
		(sti	reet addr	ess) in				
	Louisville							
<i>(city)</i> , Kentu	cky, 40208	_(zip co	de).					
2. LEASE CON	TRACT DESCRIPTION.							
Lease Contra	act Date: August 31,	2023						
Owner's nan	ne: APTITUDE 4TH ST	LLC						
-								
Residents (la	ist all residents):							
Drathmich	Prathyusha Devareddy							
Flathyusi.	ia Devareddy							
-								
This Adden	dum constitutes an Ad	dendum	to the	ahove				
described Le	ease Contract for the abov	e descrit	jeu Apar	unent,				

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

and is hereby incorporated into and made a part of such Lease

Contract. Where the terms or conditions found in this

Addendum vary or contradict any terms or conditions found

in the Lease Contract, this Addendum shall control.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside an apartment, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

- 4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your Apartment, you must do the following:
 - Keep your Apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
 - Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower

doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your Apartment dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary,
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.
- 5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your Apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on Apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
 - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
 - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers,
 - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
 - · leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
 - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- 6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on <i>porous surfaces</i> , such as sheetrock walls or ceilings, or (2) <i>large areas</i> of visible mold on <i>non-porous</i> surfaces. Instead, notify us in writing, and we will take appropriate action.	9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your Apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract. If you fail to comply with this Addendum, you can be held responsible for property damage to the Apartment and any health problems that may result. We can't fix problems in your Apartment unless we know about them.	
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (Signs here)
	Date of Lease Contract
	August 31, 2023



2

1. APARTMENT DESCRIPTION.

LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased Apartment, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

Unit No	TBD	, 2400	South	4th
Street				
			reet addr	<i>ess)</i> in
	Louisvill			
(city), Kentucl	ky, 40208	(zip co	de).	
I EASE CONTI	RACT DESCRIPTION			
	ct Date: August 31,	-		
	e: APTITUDE 4TH S			
O WHEEL S HAILI		-		
Residents (lis	t all residents):			
Prathvusha	Devareddy			
T T U CITY U DITO	Devareacy			
	um constitutes an A			
	se Contract for the ab			
and is hereby	incorporated into and	made a pa	rt of such	Lease
Contract. Wl	here the terms or c	onditions	found i	n this
Addendum va	ry or contradict any t	erms or co	nditions	found
in the Lease C	Contract, this Addend	um shall co	ontrol.	

dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited. **4. LOCATION.** Your satellite dish or antenna must be located: (1) inside your Apartment; or (2) in an area outside your Apartment such as a balcony, patio, yard, etc. of which you

dish(es) or antenna(s) on the leased Apartment. A satellite

3. NUMBER AND SIZE. You may install _____0

- have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- **5. SAFETY AND NON-INTERFERENCE**. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased Apartment (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

- 6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF APARTMENT. You may not damage or alter the leased Apartment and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your Apartment (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your Apartment only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the Apartment and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the Apartment; or (5) any other method approved by us in writing.
- 7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- **8. MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- 9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the Apartment. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased Apartment to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
- 10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ __100000.00__, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$\ will be charged. We (check one) □ will consider or ☑ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) □ does or ☑ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit. This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove	14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.	
12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.	
13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.	
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
	Date of Lease Contract
	August 31, 2023



COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner:	APTITUDE 4TH ST LLC
Resident(s):	Prathyusha Devareddy
(-).	
Unit No:/Address:	#TBD, 2400 South 4th Street, Louisville, KY 40208
Lease Date:	08/31/2023

GENERAL CONDITIONS FOR USE OF APARTMENT AND RECREATIONAL FACILITIES. Ī.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the apartment community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the community rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

You expressly agree to assume all risks of every type, including but not limited to risks of personal injury or death, related to residents use of amenities at the Community. Additionally, You agree to assume all risks of every type, including loss or damage to personal property owned by Residents, their family, guests and invitees related to the use of any of the amenities at the Community. You release and hold Us harmless and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type whether or not foreseeable, that You may have against Us, and that are in any way related to or arise from such use of the amenities of the Community. These provisions for personal injury/death and loss or damage to property shall be enforceable to the fullest extent of the law in the state in which the Community is located.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include $the \ Management, of ficers, partners, employees, agents, as signs, Owners, subsidiaries\ and\ affiliates\ of\ Owner.$

- **POOL.** This Community **DOES**; **DOES** NOT have a pool. When using the pool, Resident(s) agrees to the following: II.
 - Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
 - For their safety, Residents should not swim alone.
 - Pool hours are posted at the pool.
 - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
 - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
 - · Resident(s) must accompany their guests.
 - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- FITNESS CENTER. This Community DOES; DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:
 - Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
 - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
 - Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
 - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
 - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.
 - Any card lost, damaged, stolen, or not returned shall incur a charge of \$_ which, if You are still living in the Apartment, shall be paid before the card is repaired or replaced and, if You have moved out shall be charged against the security deposit or shall be a charge against You if the security deposit funds are not sufficient to cover the costs of replacement.

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	Card # issued: (1)(2)	(3)(4)	(5)(6)	
IV.	PACKAGE RELEASE. This Communit			
	For communities that do accept packed By Your signature on this Lease Agreer any packages, letters or other parcels whatsoever relating to the above authoral any delivery which We receive on Your shall not be deemed to be an actual, conceived or held any time "in trust" for herein and acknowledge and agree that has been made or received by Us. We have and for any reason in Our sole and absolute discretion. We shall not be liad You expressly release Us from any liabil lost or damaged packages or deliveries	ment, You hereby give Us authors addressed to You. You expressorization and You agree that We behalf. This Provision and the constructive, or involuntary bails You. You expressly assume all ret We shall not be liable for any fowe the express right to (a) not account discretion; and (b) to retuble for giving Your packages or ility in this regard. Additionally,	sly release Us from any and all lice shall have no liability or obligation of packages and deliveries ment and We shall not be deemed isks associated with the authorizability of inform You when or if a package or delivery on Your any package or delivery to send other deliveries to an individual of	ability of any kind on with respect to as a result thereof I to have accepted, ation granted to Us ackage or delivery behalf at any time der in Our sole and ther than You, and
v.	BUSINESS CENTER. This Community Resident(s) agrees to use the business the business center and Management plost or damaged on Business Center computers without t pornographic images or files (in the solat any time. Smoking, eating, alcoholic You agree you will not use our Business bombs, other programming designed to user's equipment, programs, or data.	center at Resident(s) sole risk a policies. Owner is not responsible omputers or in the Business Center that written approval of Commile judgment of Owner) will be verages, pets, and any distures Center computers to send, reco	nd according to the Rules and Reg le for data, files, programs or any nter for any reason. No software unity Management. No inappropoliewed or loaded onto the Business bing behavior are prohibited in the	other information may be loaded on riate, offensive, or Center computers ne business center. , booby traps, time
	You are allowed to use the Business Cer Residents will limit time on computers	nter for up to hours a	at a time, for a maximum ofe waiting to use them.	hours per day.
VI.	 AUTOMOBILES/BOATS/RECREATION be modified by the additional rules in e Only 0 vehicle per license All vehicles must be registered at the Any vehicle(s) not registered, consider the sole judgment of Management, w 	effect at the Community at any g ed Resident is allowed. e Management office. ered abandoned, or violating th	iven time: e Lease, this Addendum, or the Co	mmunity Rules, in
	 the vehicle. Notwithstanding this, any vehicle ill blocking an entrance, exit, driveway towed, without notice, at the vehicle The washing of vehicles is not permit Any on property repairs and/or main Recreational vehicles, boats or trailers sole discretion), and must be register 	y, dumpster, or parked illegally owner's expense. tted on the property unless spe ttenance of any vehicle must be v s may only be parked on the prop	in a designated parking space, we cifically allowed in designated are with the prior written permission certy with Management's permission	ill immediately be a. of the Management. n (in Management's

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

If so parked, wheels must be chocked, all stands must be in blocks to avoid damage to asphalt.

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of ___50__ feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- $\bullet\,$ No storage of propane gas in the apartment or storage rooms.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes, including those imposed on the apartment community or Owner for actions or failure to act by Resident(s).
- VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' Apartment several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Apartment, and give Resident instructions for the preparation of the Apartment and safe contact with insecticides. Residents will be responsible to prepare the Apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner may prepare Residents' Apartment and charge Residents accordingly or declare Resident(s) to be in default. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:
 - Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the Apartment.

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²³ Prathyusha Devareddy ⁶⁰ Amanda Schweinzger

- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off Apartment, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

Resident may have executed a separate Bed Bug/Extermination Addendum which may provide additional or different requirements for bed bug treatment. In such case, the terms of the Bed Bug/Extermination Addendum shall control in the event of a conflict between this Addendum and the Bed Bug/Extermination Addendum.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

- **IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- **X. SIGNS.** Resident shall not display any signs, exterior lights or markings on Apartment. No awnings or other projections shall be attached to the outside of the building of which Apartment is a part. No signs, flags, or other items may be displayed in any window, porch or building deck.
- XI. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XII. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: All vehicles owned or operated by you will be required to have a registered Community parking permit. Permits will be issued through Reliant Parking only to residents who are paying for monthly parking and have been approved per the Landlord. Resident must register and pay an annual fee of \$30 for each vehicle to Reliant Parking. Parking permits must be renewed on an annual basis, which may not coincide with the lease term. A lost permit will result in an additional fee. Assigned permits must be affixed to the front windshield. I have read, understand and agree to comply with the preceding provisions. Resident Date Resident Date Resident Date Resident Date Resident Resident Date Date

Date

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Owner Representative



LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



(street address) in e (zip code). 2023 T LLC ddendum to the above ove described Apartment, made a part of such Lease	 6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse you are liable for the damages under your lease, and collection of damage amounts will be pursued. 7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures devices, or activities taken by us are solely for the benefit or us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member
ove described Apartment, made a part of such Lease	DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member
ove described Apartment, made a part of such Lease	deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member
onditions found in this erms or conditions found im shall control.	guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.
ess. Each person who is be will be given a remote his or her residency. Each bu or other occupants will efundable fee.	 8. RULES IN USING VEHICLE GATES. Always approach entry and exit gates with caution and at a very slow rate of speed.
person who is listed as a iven a card at no cost to . Each additional card for	 Never stop your car where the gate can hit your vehicle as the gate opens or closes. Never follow another vehicle into an open gate. Always use
quire a \$	 your card to gain entry. Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
	Never force the gate open with your car.
be used only during your access code at any time	 Never get out of your vehicle while the gates are opening or closing.
CD REMOTE CONTROLS, stolen or damaged, a	 If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
\$ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$	 Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
-	 If you lose your card, please contact the management office immediately.
get, a seen lee ent card. If a card is not ged when you move out, deduction from the	 Do not give your card or code to anyone else. Do not tamper with gate or allow your occupants to tamper or play with gates.
	sident will be given, at no mber) for the pedestrian be used only during your access code at any time changes. DREMOTE CONTROLS, stolen or damaged, a ged for a replacement. If dor is returned damaged be a \$

trol over conflicting provisions of this printed form:	
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
	Date of Lease Contract
	August 31, 2023



1. APARTMENT DESCRIPTION.

NO-SMOKING ADDENDUM



August 31, 2023 (when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

	Unit No.	TBD	2400 South 4th
	Street		•
			(street address) in
		Louisville	
	(city), Kentuck	y, 40208	(zip code).
2.	LEASE CONTR	ACT DESCRIPTION.	
	Lease Contract	t Date: August 31,	2023
	Owner's name:	APTITUDE 4TH ST	LLC
		-	
	Danidanta (lint	-11	
	Residents (list	an residents):	
	Prathyusha	Devareddy	
	-		

This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.
- APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE

community is strictly prohibited. Any violation of the nosmoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the © 2019, National Apartment Association, Inc. - 6/2019, Kentucky

health, safety, and welfare of other residents inside any apartment or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least <u>30</u> feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your Apartment 🔲 is 🕱 is not permitted.

The following outside areas of the community may be used

101	Sillokilig.			
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$\overline{\Box}$	If this ha	v is chackad	emoking must occur	completely

♪ If this box is checked, smoking must occur completely outside of the Apartment Community.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your Apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the Apartment or building is in excess of normal wear and tear in our smoke free apartment community.

AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME

occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS **ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the Apartment for any violation of this No-Smoking Addendum. Violation of the nosmoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the Apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased Apartment even though you are no longer living in the Apartment.

Page 1 of 2

 EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees. 	12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: If smoking occurs in a non-designate area, fines will be applied to your account along with any damage and cleaning costs.
11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your Apartment or the apartment community is smoke free. Smoking in certain limited outside areas may be allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations. This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the Apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.	
Resident or Residents (All residents must sign here)	Owner or Owner's Representative (Sign here)



CRIME/DRUG FREE HOUSING ADDENDUM



Unit No. TBD , 2400 South 4th Street (street address) in Louisville	marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
(city), Kentucky, 40208 (zip code). 2. LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 31, 2023 Owner's name: APTITUDE 4TH ST LLC Residents (list all residents):	 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit. 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage. 7. Engaging in or committing any act that would be a
Prathyusha Devareddy	violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct. 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use. B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES'
3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the abovementioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Apartment" shall include the Apartment, all common areas, all other apartments on the property or any common areas or other apartment on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:	LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause. 5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction. 6. SPECIAL PROVISIONS. The following special provisions
4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:	control over conflicting provisions of this printed form:
A. Shall not engage in any illegal or criminal activity on or about the Apartment. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:	
1. Engaging in any act intended to facilitate any type of criminal activity.	
Permitting the Apartment to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.	
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Kentucky and/or the Federal Controlled Substances Act.	
Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of	
Resident or Residents (sign here)	Date of Signing Addendum
Owner or Owner's Representative (signs here)	Date of Signing Addendum





ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



1.	APARTMENT DESCRIPTION. Unit No TBD, 2400 South 4th Street (street address) in (city), Kentucky, 40208	time without our prior written consent. Permitting your Apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term) regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.
2.	LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 31, 2023 Owner's name: APTITUDE 4TH ST LLC	6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawfur reason, or by any lawful method.
3.	Residents (list all residents): Prathyusha Devareddy This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. SHORT TERM SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the Apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.	 7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your Apartment in violation of the terms of this Addendum or the Lease Contract, including but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum. 8. SEVERABILITY. If any provision of this Addendum of the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties. 9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
4.	PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the Apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the Apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.	
5.	VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your Apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your Apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the Apartment for any period of	
	Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
		Date of Signing Addendum
_		





PACKAGE ACCEPTANCE ADDENDUM



1.	APARTMENT DESCRIPTION. Unit NoTBD, 2400 South 4th	Apartment and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you
	Street (street address) in	authorize us to return the package to its original sender.
	Louisville (city), Kentucky, 40208 (zip code).	6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify
2.	LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 31, 2023 Owner's name: APTITUDE 4TH ST LLC	you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages
	Residents (list all residents): Prathyusha Devareddy	and personal property. To the extent provided by law, you, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct.
		You also agree, to the maximum extent provided by law, to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree, to the maximum extent provided by law, to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict	dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal. 7. SEVERABILITY. If any provision of this Addendum or the Lease
	any terms or conditions found in the Lease Contract, this Addendum shall control.	Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability
3.	PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.	only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision
	PACKAGE ACCEPTANCE. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.	that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. 8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
В.	By entering into this Addendum, You understand that We have not entered into any mail acceptance, mail substation, or mail box agreement with the United States Postal Service. By entering into this Addendum, We are not agreeing to be bound by package acceptance rules imposed by the United States Postal Service.	
C.	Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all, at any time. We are also not obligated to open the on-site management office, or keep the on-site management office open, even during regularly scheduled office hours to accept any packages you may be expecting.	
5.	TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than3 days after receipt (accordingly, you should notify the management office if you are going to be away from the	
	Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
_		Date of Signing Addendum
_		





PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1.	APARTMENT DESCRIPTION. Unit No	4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the "Released Parties")
2.	Louisville (city), Kentucky, 40208 (zip code). LEASE CONTRACT DESCRIPTION. Lease Contract Date: August 31, 2023 Owner's name: APTITUDE 4TH ST LLC Residents (list all residents): Prathyusha Devareddy	permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation promotional and advertising uses. You waive the right to inspect or approve the finished product, including any writter or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment royalties, or any other compensation arising or related to the use of the media.
	Occupants (list all occupants):	5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print
	This Addendum constitutes an Addendum to the above described Lease Contract for the above described Apartment, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found	 6. RELEASE OF LIABILITY. You hereby release, hold harmless and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns. 7. REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written comments or statement, and/or the name, picture, video, voice, written
3.	PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media." A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos written comments, statements, and other digital	comments, or statement of any minor occupants, by written notice to us. 8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."	

Resident or Residents (All residents must sign)	Owner or Owner's Representative (signs below)
	Date of Signing Addendum



REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



DESCRIPTION.	
TBD	, 2400 South 4th
	(street address) ir
Louisvil	
y, <u>40208</u>	(zip code).
ACT DESCRIPTION	N.
Date: August 31	., 2023
APTITUDE 4TH	ST LLC
all residents):	
Devareday	

- 3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.
- 4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual Apartment. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

- A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.
- B. Reasonable Modifications. A reasonable modification is a structural change made to existing apartment and/or apartment community, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the apartment and apartment community. These are typically structural changes to interiors and exteriors of apartments and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

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C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy an apartment, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

- A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your Apartment or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your Apartment.
- **B. Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.
- C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your Apartment or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept
- D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.
- E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your Apartment to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your Apartment in excess of ordinary wear and tear.
- **F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

- 7. REQUESTS FOR REASONABLE ACCOMMODATIONS.
 - A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your Apartment, and the public and common areas of the apartment community, and as otherwise required by law.
 - B. Request for Accommodation, Evaluation of Disability. If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and /or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.
 - C. Alternative Accommodation. Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

- 8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).
- **9. AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

-	5 1		1 3.5	
The	Marshall	Louisville		
by w	riting or call	ing:		
mar	shallLvil	le@assetliv	ing.com or	502-780-
660	6			

Resident or Residents (All resident's must sign)	Owner or Owner's Representative (Signs below)
	Date of Signing



2.

SUSTAINABLE LIVING ADDENDUM



DWELLING UNIT DESCRIPTION.							
Unit No		TBD		, <u>2</u>	2400	South	4t
Street							
					_(str	eet addr	ess)
			isvill				
<i>(city)</i> , Kentuc	ky,	402	808	(z	ір сос	de).	
LEASE CONT	'R ACT I	DESCR	IPTION	ī			
Lease Contra					23		
Owner's nam							
Owner 3 nam	.c. <u></u>						
Residents (lis	st all res	sidents -	- leaseh	olders	and	оссирап	ts):
Prathyush							,-
Pratnyusna	a Deva	areaay	<u>/</u>				
0							
Occupants:							

This Addendum constitutes an Addendum to the abovedescribed Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- 3. PURPOSE OF ADDENDUM. This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.
- 4. ENERGY EFFICIENCY. The following are guidelines recommended to reduce overall energy consumption and $reduce\ electricity/gas\ expenses.$

Thermostat Settings. During the winter months, $Energy.gov \ (\underline{https://www.energy.gov/}) recommends \ setting$ your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

Lighting and Light Bulbs. Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

Appliances. We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

Conserve Electricity. Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS. The following requirements and suggestions will help reduce overall water consumption at the Community.

Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.
- 6. WASTE AND RECYCLING REQUIREMENTS AND **SUGGESTIONS.** The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, $electronic \, waste \, (TVs \, and \, computers), motor \, oil \, containers,$ yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit https://www.plasticfilmrecycling.org for additional
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

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7.	are guidelines which promote the quality of the indoor environment and wellness:	9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	• This Community X is \ is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.	
	 Owner provides common area cleaning using products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units. 	
8.	SEVERABILITY. If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.	
	Resident or Residents (All residents must sign)	Owner or Owner's Representative (signs below)
		Date of Signing Addendum

Marshall Louisville, The - SUMMARY OF CHARGES

I, Prathyusha Devareddy, agree that the Total Contract Amount accurately reflects the agreement between myself and Marshall Louisville, The to sign a lease starting 09/07/2023 and ending 07/25/2024 as of 08/31/2023 regarding the recurring monthly payments owed under my lease agreement for floorplan D1. In the event of a conflict in the amount of recurring monthly payments owed in my lease and this Summary of Charges, this Summary of Charges shall control.

I must have my file complete, in accordance with the Rental Criteria, within 7 days of lease sign date in order to receive any incentives. If at any point I do not fulfill my lease agreement, I will be required to pay back the incentive at equal value.

In accordance with the Student Housing Lease and additional addendums, I understand the Total Contract Amount I owe is \$6,292.00, which will be paid in the monthly installments required by my lease as shown in the installment breakdown below:

+ 549.00	Rent	. Down and
+ 10.00	Utility - Trash	
+ 13.00		ent - Mitigated Risk
= \$572.00	Installment I	Due Monthly
X 11	Number of In	stallments in Lease Term
=\$6,292.00	Total Contract Amou	nt
Resident Signature	Date	
Owner or Owner's Representative	Date	

Marshall Louisville, The - GUARANTOR WAIVER FEE ADDENDUM

This Addendum is attached to and a part of the 08/31/2023 Lease Agreement. In consideration of the Resident's payment to the Owner of a Guarantor Waiver Fee ("Guarantor Waiver Fee") with each monthly installment payment in addition to all other amounts owed under the Lease Agreement in the amount of \$43.26 (which shall not be prorated for any partial month), the Owner hereby waives any and all obligations of the Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. This waiver does not constitute insurance. The Owner is not an insurance company nor an insurance producer. The Owner is merely waiving, in consideration of the Guarantor Waiver Fee, the obligations of Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. The Guarantor Waiver Fee shall not be prorated for any partial month(s), and shall be posted to Resident's account with any installment payment due covering any period(s) of time when the resident has not provided and maintained all required documentation pertaining to a qualifying third-party guarantor acceptable to Owner.

Resident acknowledges and understands that Owner may elect to purchase third party insurance to indemnify, protect and insure Owner against risk of loss from a default by the Resident under the Lease Agreement, which loss may have been avoided had the Resident provided a qualifying third party guarantor acceptable to Owner. Resident acknowledges and understands that in the event that a third party insurer makes a payment to Owner as a consequent of a default by the Resident, the insurer will be subrogated to Owner's right to be paid such defaulted amounts and Resident expressly agrees to pay or reimburse insurer for the amounts paid by the insurer to Owner related to such default, together with any costs of collection, including reasonable attorney's fees.

Resident Signature	-
	 -
Owner or Owner's Representative	

I HAVE READ AND AGREE TO THE TERMS OF THIS ADDENDUM.

REQUIRED INSURANCE OR DAMAGE WAIVER ADDENDUM TO LEASE AGREEMENT

- 1. This Addendum is attached to and becomes a part of the Residential Lease Agreement.
- 2. <u>Lessee Liability; Required Insurance.</u> Lessee ("Resident" or "you") acknowledges that you may be personally liable for the full cost of any damage or loss caused by the action or inaction of you, your occupants, or your guests to the property of the Lessor ("Owner" or "we"). For the duration of the Lease Agreement, including any renewals or extensions, you are required to maintain Minimum Required Liability Insurance (MRLI) coverage of at least \$100,000 for each occurrence for your legal liability for damage to the Owner's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects.

If at any time Resident does not have MRLI, Resident is in material breach of the Lease Agreement and Owner retains all the rights provided by applicable law, including but not limited to the right to purchase MRLI coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.

- 3. <u>Evidence of Insurance</u>. To satisfy the requirement for MLRI at any time by obtaining your own insurance from an insurance agent or insurance company of your choice, you must do each of the following:
 - Name Aptitude Marshall Louisville, The as an additional interest on the policy, as follows:
 - Aptitude- Marshall Louisville, The P.O. Box 1159, Newport Beach, CA 92659 and Aptitude@confirminsurance.com. If the third-party liability carrier of your choice does not send out physical mail notifications to the listed additional interests, the policy must be emailed directly from the carrier to Aptitude@confirminsurance.com
 - Submit a copy of the entire policy, including evidence of the additional interests, to Aptitude.ConfirmInsurance.com
 - At the end of each third-party policy term end date, residents are responsible for re-submitting the entire renewal policy to Aptitude.ConfirmInsruance.com to avoid auto enrollment into the Damage Waiver Program. All policies with an expired term date will be auto enrolled into the Damage Waiver Program
- 4. <u>Damage Waiver Program</u>. If Resident does not provide evidence of MRLI in the manner described in Section 3, the insurance requirement of this Lease Agreement will be satisfied by Resident's automatic enrollment in Owner's Damage Waiver Program ("DW Program"). Under the program, Owner will waive its right to charge or seek recompense from Resident for damages of up to \$100,000 to the Owner's property due to the negligent action or inaction of the Resident or Resident's occupants or guests for the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain, or sump, water damage, and falling objects. Some important points of this program which Resident should understand are:
 - The Damage Waiver is not insurance. Through the DW Program, the Owner is foregoing its right to seek reimbursement for certain damages.
 - The Damage Waiver will be charged to the Resident by Owner as additional rent in the amount of thirteen
 dollars and no cents (\$13.00) for each monthly rental period unless the Resident satisfies the requirements
 of Section (3) above.
 - Neither the DW Program nor any insurance maintained by the Owner protects Resident's personal property (contents), additional living expenses, liability arising out of personal or bodily injury to any third party, or liability for damages beyond those described in this Section 4. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice.
 - The DW Program may be more expensive than the cost of MRLI obtainable by Resident elsewhere.
- 5. <u>DW Program Not Mandatory</u>. Enrollment in the DW Program is not mandatory. At any time, you may satisfy the requirement of MRLI by obtaining your own insurance from an insurance agent or insurance company of your choice and complying with Section 3.
- 6. Resident agrees to pay Owner the additional rent in addition to all other obligations in the Lease Agreement. Resident understands that the DW Program will not cover anyone's personal property (contents), additional living expenses or liability arising out of personal or bodily injury to any third party.

COMMUNITY RULES - COVID-19

Out of an abundance of caution, and in order to best promote a healthy community for our employees, vendors, residents, and guests, Marshall Louisville, The ("Community") is updating its rules and policies due to COVID-19. The Community requires its employees, vendors, residents, and guests to comply with these rules and procedures (collectively "Rules") that encourage social distancing, good hygiene, and environmental cleanliness and sanitization.

We all have a role in limiting the spread of COVID-19. These Rules related to the access to and use of the Community's common areas, amenities, facilities, equipment, etc. (collectively, "Common Areas") have been developed with the health of employees, vendors, residents, and guests in mind and in accordance with state/local orders and with guidance from public health authorities.

Community vendors, residents, and guests **MUST**:

- 1. Follow health and safety guidance from state/local government and public health authorities (additional resources can be found online at: World Health Organization www.who.int/en; Centers for Disease Control and Prevention www.coronavirus.gov; the State and County health department websites applicable to the Community).
- 2. Comply with all posted signs and published rules relating to any and/or all Common Areas.
- 3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
- 4. Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
- Utilize the Community's reservation system (if applicable) and respect any time limits that apply for usage.
- 6. Wash or disinfect hands upon entry into any Common Areas and after using any Common Areas or interacting with other individuals not within the same household.
- 7. Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
- 8. Leave any outdoor furniture where it is; do not move furniture.
- Wear a face cloth covering (over nose and mouth) when entering, using, and/or being present in any Common Areas.
- 10. Always assume that anyone could have COVID-19.

The Community's residents' and/or guests' permission for use of the Common Areas is a revocable license granted by the Community for the convenience of its residents, and not a contractual right except as otherwise expressly provided for in a lease with the Community. The right to use the Common Areas is expressly conditioned upon adherence to the terms of the Lease, the Community's rules (including these Rules) in effect at any given time, and such right may be revoked by the Community at any time for any lawful reason, including, without limitation, Resident's failure to comply with these Rules or any other rules or a default under the Lease. In all cases, the strictest terms of either the Lease or the Community's rules (including these Rules) shall control. The Community reserves the right to set the days and hours of use for some or all Common Areas and to change the character of or close any of the Common Areas based upon the needs of the Community and in the Community's sole and absolute discretion, without notice, obligation or recompense of any nature to anyone. The Community may make changes to the Community's rules (including these Rules) for use of any of the Common Areas at any time.

Anyone using any of the Common Areas does so at their sole risk, and expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to their use of the Common Areas. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ANYONE USING THE COMMON AREAS, INCLUDING ANY RESIDENT(S), AGREES TO HOLD THE COMMUNITY HARMLESS AND RELEASE

AND WAIVE ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, THAT THEY MAY HAVE AGAINST THE COMMUNITY THAT ARE IN ANY WAY RELATED TO OR ARISE FROM SUCH USE. This provision shall be enforceable to the fullest extent of the law. The term "Community" shall include the property manager and Owner, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AND THESE RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD THE COMMUNITY HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Community" shall include the property manager and Owner, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

RESIDENT UNDERSTANDS THAT THE COMMUNITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ANY PORTION OF THE COMMUNITY, ITS COMMON AREAS, AND/OR ANY EQUIPMENT PROVIDED IN ANY COMMON AREAS DO NOT CONTAIN COVID-19. THE COMMUNITY DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE COMMUNITY, THE COMMON AREAS, AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO AND/OR INJURY, ILLNESS, AND/OR DEATH FROM COVID-19.

Every provision of these Rules is intended to be enforced to the maximum extent permitted by law, and only to the maximum extent permitted by law. The Community does not intend for any provision in these Rules to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

THE COMMUNITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COMMON AREAS ARE FREE OF COVID-19 OR THAT PERSONS USING THE COMMON AREAS ARE NOT INFECTED WITH COVID-19.

Date
 Date

COMMUNICABLE DISEASE ADDENDUM

This Communicable Disease Addendum ("Addendum") is made part of the Lease Agreement ("Agreement") dated 08/31/2023, between Prathyusha Devareddy ("Resident" and "you") and APTITUDE 4TH ST LLC ("Owner" and "us") for the Residence unit (the "Residence") in the Marshall Louisville, The community (the "Property"). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

- 1. **DEFINITIONS.**
 - a. OWNER'S RELATED PARTIES: Includes the Owner, the Property, the property manager and each and every
 of each of their respective officers, directors, members, managers, partners, shareholders, employees,
 affiliates, agents and representatives.
 - RESIDENT'S RELATED PARTIES: Other co-Residents, occupants, members of your household, your family, guests, agents and others under your control.
- 2. **COMMON AREA AMENITIES.** The Residence is part of a multi-family/multi-tenant residential complex. Various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are used by people outside your household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for cleaning or safety reasons, including for reasons related to COVID-19, viruses, or other communicable diseases (collectively "Virus" or "Viruses").
- 3. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

Must comply with all Owner rules, regulations, recommendations and instructions (including posted signs and those specified in this Addendum), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities related to any Virus. We may periodically modify Owner's rules and regulations by delivering a copy of the modifications to you or posting signs, rules and regulations at the Property;

Are responsible for personal injury or property damage, including damage to the Residence and Property caused by the action or inaction of you and your Related Parties. To the maximum extent allowed by law, you agree to indemnify, defend (with counsel of our choice), and hold us and Owner's Related Parties (and the HOA if the Residence is in a HOA) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum, the Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

4. ACT CAUTIOUSLY; COMMON AREA AMENITIES MAY NOT BE VIRUS FREE. While we will periodically clean Common Area Amenities, we do not guarantee that they, or the people in them, will be Virus-free. The risk associated with Common Area Amenities may be greater than the risk within your household (assuming that no one in your household has a Virus). To protect yourself, act as if Common Area Amenities are not virus-free, and take precautions as recommended by the CDC, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and your health care provider(s), which may include (but not limited to):

washing your hands after touching any Common Area Amenity;

avoiding touching your face;

maintaining social distancing (6 feet) and wearing masks when outside of your Residence;

not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.

5. **USING TECHNOLOGY AND CHANGING POLICIES TO REDUCE RISK.** To keep you and Owner's Related Parties safe, we may:

utilize methods of communication other than in-person communication (i.e. email, texting, online portals, and other technology);

offer virtual meetings

close the leasing office

offer alternate payment methods

offer online lease renewal

utilize other technology

restrict or regulate Common Area Amenities use

limit maintenance to emergency maintenance only and/or defer non-essential maintenance.

change other business practices to reduce risk

Ask us if you have any questions about our current policies.

- ILLNESS. If you (or a household member) develops COVID-19 symptoms, or have tested positive for COVID-19 or any other Virus, seek advice from your health care professional, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and follow their recommendations and refrain from using the Common Area Amenities. If it is recommended that you self-quarantine or isolate to avoid creating risk for others.
- 7. ASSUMPTION OF RISK, WAIVER, AND INDEMNITY. To the maximum extent allowed by law:

use of the Common Area Amenities is at the sole risk of you and your Related Parties;

you assume all risk of harm, and waive all claims against any of Owner and/or Owner's Related Parties, related to any Viruses, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF OWNER AND/OR OWNER'S RELATED PARTIES to the fullest extent permitted by applicable law;

you agree that any Virus-related inconveniences will not create a claim for rent relief, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against any of Owner and/or Owner's Related Parties;

RESIDENT AGREES TO HOLD OWNER AND/OR OWNER RELATED PARTIES HARMLESS, AND FULLY DEFEND AND INDEMNIFY EACH AND EVERY ONE OF OWNER AND/OR OWNER RELATED PARTIES FROM ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, RELATED TO: (i) RESIDENT'S BREACH OF THIS ADDENDUM; (ii) RESIDENT'S USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES; AND/OR (iii) ANY RESIDENT RELATED PARTIES' USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES.

- NO VIRUS FREE REPRESENTATIONS OR WARRANTIES. Resident understands that Owner, the Property, and any and all Owner's Related Parties make no representation or warranty, express or implied, that the Property, Common Area Amenities, any portion of either of them, and/or any equipment located in either of them do not contain a Virus. The Owner, Property, and any and all Owner Related Parties disclaims, excludes, and denies any and all warranties (express and/or implied) as to the presence (or not) of any Virus within the Property, Common Area Amenities, any portion of either of them, and/or an equipment located in either of them.
- NO EARLY TERMINATION OF LEASE CONTRACT. Resident acknowledges there is no right to early termination of the Agreement related to Viruses and Resident will not be released from the Agreement for any reason related to any Virus, including, but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, loss of roommates or occupants, loss of employment, bad health, restrictions, closures, emergency orders, online classes or any other effects of any Virus. However, Resident may have special statutory rights under applicable law to terminate the Agreement in certain situations in accordance with applicable law, and this provision is not and is not intended to be a waiver of any such rights.
- COMPLIANCE. Your compliance with this Addendum is important for your safety, as well as that of your Related Parties, Owner's Related Parties, and others). It is Resident's responsibility to inform any Resident Related Parties of the terms of this Addendum and ensure any and all Resident Related Parties comply with the terms of this Addendum. Failure to comply with this Addendum is a material violation of the Agreement, and grounds for termination of your tenancy, as well as any other applicable remedy under law or provided for in the Agreement.
- ENFORCEMENT IN COMPLIANCE WITH APPLICABLE LAW. Every provision of these Addendum is intended to be enforced to the maximum extent permitted by applicable law, and only to the maximum extent permitted by applicable law. No one entering into this Addendum intends for any provision in this Addendum to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

Date:		
	Owner	
Date:		
<u> </u>	Resident	
Date:		
	Resident	
Date:		
	Resident	

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UTILITY ADDENDUM

Apartment Community: Marshall Louisville, The

Date: 08/31/2023

Resident(s): Prathyusha Devareddy ("Resident," "you," or "your")

This is an addendum to the Lease and controls in the event of any conflict with the Lease. All capitalized terms not otherwise defined in this Utility Addendum ("Addendum") will have the same meaning as given in the Lease.

1. **PAYMENT OF UTILITIES.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:

a.	Electric service and associated fees will be paid:		
	[] By Us, entirely [X] By Us, up to a maximum of \$25 per month per leased bedroom. Any remainder will be charged to you through us or		
	a billing company using one of the following methods:		
	[X] Direct-metered. Please see the description below		
	[] Sub-metering. Please see the description below		
	[] Flat Rate, the current flat rate is \$ per month		
	[] Allocation: N/A. Please see the description below		
	[] By you, directly to the service provider		
b.	Gas service and associated fees will be paid:		
υ.	[X] By Us entirely		
	[] By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using		
	one of the following methods:		
	[] Direct-metered. Please see the description below		
	[] Sub-metering. Please see the description below		
	[] Flat Rate, the current flat rate is \$ per month		
	[] Allocation: N/A. Please see the description below		
	[] By you, directly to the service provider		
c.	Water/Sewer service and associated fees will be paid:		
	[X] By Us entirely		
	[] By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using		
	one of the following methods:		
	[]Direct-metered. Please see the description below		
	[] Sub-metering. Please see the description below		
	[] Allocation: N/A. Please see the description below		
	[] By you, directly to the service provider		

PUC rules requires the Owner to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ per unit, varying from \$ for the lowest month's bill to \$ for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

d. Trash service and associated fees will be paid:

[] By Us entirely

[] By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:

[X] Flat Rate, the current flat rate is \$10 per month

[] Allocation: N/A. Please see the description below

[] By you, directly to the service provider

e. HVAC service and associated fees will be paid:

[X] By Us entirely

[] By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:

[] Sub-metering: You will pay for HVAC service based on the apartment unit's consumption measured by a measuring device. Specifically, the HVAC bills will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the amount of time or amount that HVAC utility was used in that apartment unit compared to the total amount of HVAC utility used by all of the apartment units on the property. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

[] Flat Rate, the current flat rate is \$ per month

[] Allocation: N/A . Please see the description below

[] By you, directly to the service provider

f. Cable service and associated fees will be paid:

[X] By Us entirely

[] By you, directly to the service provider, should you elect to establish service

g. Internet service and associated fees will be paid:

[X] By Us entirely

[] By Us (public wireless only) - dedicated service will be paid by You, should you elect to establish service

[] By you, directly to the service provider, should you elect to establish service

h. Local telephone service and associated fees will be paid:

[] By Us entirely

[X] By you, directly to the service provider, should you elect to establish service

Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all residents in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Lease Term, Resident must notify Owner in writing. No change in billing options is permitted until all residents have paid all amounts due under the current option and until Resident has signed a new Utility Addendum. If Resident chooses to change from Owner's billing option to the provider option, Resident will not receive a refund of any portion of any previously paid administrative fees, if applicable.

2. The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. We will remain the customer of record for the direct-metered utility. The local utility provider measures the utility usage in each apartment unit and bills us directly for such charges. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge. Charges for each unit will be divided by the number of days each bed was leased in each unit to come up with each Resident's charge. Charges may include all utility and other miscellaneous charges included on the utility provider statement that would be charged as though Resident were the customer of record. All line items that appear on the utility bill will be billed back to you including, but not limited to, trash, taxes, stormwater, and all other miscellaneous charges.

Sub-Metered. Your premises is sub-metered to determine water/sewer usage. You will pay for utility service based on the apartment unit's consumption measured by a submeter. Your sub-metered charges will be determined using either of the following methods:

- a. The utility bill will be allocated to each apartment unit based on the total utility bill divided by the total resident consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the submeter in your unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each resident's charge.
- b. Your apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). The apartment unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

Allocation. You will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by us from the local utility will be used to calculate the charges per resident. Your allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge. The remaining fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
- b. **Square Footage.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
- c. **Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
- d. **Factored Occupants**. The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
- If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we, at our sole discretion, may change the above methods of determining your allocated share of the utility services, by written notice to you.
 - If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.
- 4. You agree that we may estimate any and all utility charges above upon your move-out (or at any other time) and such amounts shall be deemed final. You are responsible for all setup, deposits, and activation fees of all utilities not paid for by us. The billing methods described above may be changed by us by providing you with 60 days prior written notice, and you acknowledge that in certain situations it is necessary to make a change to the billing method.
- 5. At our option, we may bill utilities through a utility billing company or directly by us. These utility charges will be considered as additional rent. For utilities billed directly by our billing company, you must make payment in full of the utility charges to the billing company prior to the due date listed on each bill. Whether or not we bill you directly or through a utility billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility bill on time is difficult or impossible to determine, but you agree that in the event of a late payment, we and/or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Regardless of whether we bill you directly or through a utility billing company, utility payments are due as additional monthly rent each month. The failure to make the utility payment is a

- material and substantial breach of the Lease and will entitle the Owner to exercise all remedies available under the Lease. The Owner is entitled to use your Security Deposit to recover unpaid utility charges.
- 6. In the event that Resident is responsible for all or a portion of electric, water, sewer, trash or gas charges pursuant to this Lease (to either Owner or the local utility(ies)), Owner shall have the right to hire a third party provider to provide utility billing services to Resident at any time during the Lease Term. In such event, Resident expressly agrees to pay an annual fee of up to \$66 in connection with such utility billing services. You acknowledge that the billing company is not a public utility. Any disputes related to the computation of your bills will be between you and us.

7. General Information:

- a. Any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes usually us, or a billing company.
- b. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
- c. We will use our reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within seven (7) days after we become aware of the issue.
- 8. Payment for your respective utilities is due no later than sixteen (16) days after the date that the bill is postmarked or hand delivered to your Unit. In order to avoid late fees, all amounts are due by or before the 1st of the monthly billing cycle. You are required to pay the amount due, as additional monthly rent, to the same place that you make your regular Rent payments. If your payment is late, if your check does not clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Lease are available to us.
- 9. Utilities not paid by us must remain on, in your name, through the Lease Expiration Date regardless of whether you have moved out, except and unless you have relet the Leased Premises pursuant to the terms of the Lease. Refusal to maintain utility service in your name, when required to do so, will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.
- 10. If Resident fails to place all applicable utilities in Resident's name as of the starting date of the Lease Term and Owner is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Owner or the billing provider (which shall include a service charge in the amount of Fifty Dollars (\$50.00) on each occasion); such service charge is used to compensate Owner for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Owner for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Owner agree that the charge described above is a reasonable estimate of the costs incurred.
- 11. We may furnish to the Leased Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to internet service. We are not responsible for the purchase of these items and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Leased Premises. We are not liable for any interruption, surge, inability to connect, failure or the internet provider to provide such services, nor for any damages, directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold Owner and Manager harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement.

12.	If you want additional cable channels, or alternative providers of cable or internet services, the installation, maintenance and all
	monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above
	mentioned services.

The installation of a satellite dish is not allowed.

- 13. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and the Lease and will entitle the Owner to exercise all remedies available under the Lease.
- 14. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations, in utilities provided to your Unit unless such loss or damage was the direct result of gross negligence of the Owner, Manager, or its employees. You release Manager and Owner for any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.
- 15. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

Resident Signature	Date
Owner or Owner's Representative	Date

The Marshall Louisville Blue Moon Lease

Signature Details

	Signer	IP Address	Date Signed
	The Marshall Louisville Blue Moon Lease		
1	Prathyusha Devareddy Primary (18691633)	104.222.20.186	09/01/2023 03:47:35 PM
2	Prathyusha Devareddy Primary (18691633)	104.222.20.186	09/01/2023 03:53:28 PM
3	Prathyusha Devareddy Primary (18691633)	104.222.20.186	09/01/2023 03:55:44 PM
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	Summary of Charges Addendum - NAA		
1	Prathyusha Devareddy Primary (18691633)	104.222.20.186	09/01/2023 04:10:29 PM
2	Amanda Schweinzger Owner/Manager	2605:ad80:10:ac03:88e6:	09/01/2023 04:51:10 PM
	Leap - Guarantor Waiver Fee Addendum		
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2	Amanda Schweinzger Owner/Manager	2605:ad80:10:ac03:88e6:	09/01/2023 04:51:11 PM
	Aptitude - POPIC Insurance Addendum - NAA		
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2	Amanda Schweinzger Owner/Manager	2605:ad80:10:ac03:88e6:	09/01/2023 04:51:11 PM
	Kentucky - Community Rules COVID19 - NAA		
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2	Prathyusha Devareddy Primary (18691633)	104.222.20.186	09/01/2023 04:07:28 PM
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	Kentucky - Communicable Disease Addendum - NAA		
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	Kentucky - Utility Addendum - NAA		
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6	Amanda Schweinzger Owner/Manager	2605:ad80:10:ac03:88e6:	09/01/2023 04:51:12 PM