

**CENTURY COURT  
LEASE ADDENDUM**  
Effective April, 2008

**DEFINITIONS:**

**Landlord (Owner):** COLLIN COLLEGE STUDENT HOUSING FOUNDATION doing business as CENTURY COURT (“us,” “we,” or “our”).

**Property:** A 128-unit apartment project located at 5800 Jupiter Road, Plano, Texas, 75074.

**Lease Assignment:** This Lease is for the unit style accommodation of your choice based on availability. We will determine the specific bed space and apartment number on or before the starting date.

**Lease Time Period:** Starting and ending dates are indicated in Part II of the Lease Contract. The lease term is the length of time between the starting date and the ending date.

In the event the starting date and/or the ending date is different than those indicated in the Lease Contract, (different dates must be pre-approved in writing by us) then the rent shall be prorated based upon a daily amount.

**1. DESCRIPTION AND LOCATION**

This lease is between you (student resident/guarantor, and us. We agree to lease to you and you agree to lease from us, the premises. This “Premises” is defined as including each of the following:

- A. Your sole use of your keyed personal space ( bedroom or bedroom & bath) in the Apartment;
- B. Together with the other residents of the Apartment, your joint use of the common areas in the Apartment and the Property (for purposes of this Lease, “Common Areas” are those within the Apartment to which you have access without going into another bedroom/bath and, within the Property, those areas to which all residents have general access).
- C. Your joint use of all appliances within the Common Areas of the Apartment.

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one bedroom in the Apartment to another or to another bedroom in any Apartment in any building. If we relocate you, we will pay the costs associated with you phone, cable TV, and any other services.

## 2. OCCUPANTS

Only students and student affiliates of Collin College can live at Century Court. All Apartments are to be used only as private residence and for no other purpose. You cannot lease any part of your Premises to another person. You may be able to transfer your rights under this Lease to another person if we give you written consent, but giving of our consent is at our sole discretion. If we agree to the transfer, you will be responsible for all obligations under this Lease unless we specifically agree, in writing, to release you.

We have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective rent, the rent due for such unoccupied bedroom. The fact that you and your roommates may be in conflict with each other will not be grounds to terminate the Lease. If your roommate or a potential roommate was not truthful on their Lease application, we are not liable.

## 3. LEASE TERM

The Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the Lease Term or reduce your liability), but you cannot occupy your Premises until we have complete and executed lease documents and any required guaranty. If we are unable to provide your Bedroom to you on the Starting Date, we will not be liable to you for financial or personal damages; however, you will not owe us rent for that period (but that is the only remedy that you have).

## 4. HOLDOVER

If you occupy the Premises past the Lease Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, then you owe us rent plus an additional \$50.00 for the extra time that you stay in the Premises plus, all financial damages to us or to the new resident scheduled to move in.

## 5. MOVE-IN

A Unit Condition Report will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move in, you need to return to us the completed Unit Condition Report, noting any defects or damaged items in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damaged items that may have occurred before you moved in. Except for what you indicate in writing, you accept the Premises, fixtures, appliances and furniture in their “**AS-IS**” **CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.**

## 6. MOVE-OUT

The rest of this paragraph applies unless the Lease is terminated (see Section 30) or canceled (see Section 31). If you intend to leave the Premises permanently, whether on or prior to the Lease Ending Date, and you want us to return any remaining Security Deposit,

- A. You must provide the Manager with thirty (30) days advance written notice of the specific date by which you will leave and you must pay all the Rent through the Lease Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our **Move-Out Notice form**. **If you do not give us a written move-out notice, or renew your lease, at least thirty (30) days prior to your Lease Ending Date, we will assume you are moving out, and we will attempt to lease your space to another resident. Even if you give proper notice, you are not released from liability under the lease unless all payments through the Lease Ending Date have been made. If you do not give us the Move-Out Notice, we will deduct \$150.00 from your Security Deposit. This amount will be deducted prior to any other amounts you may owe.**
- B. When you leave the premises, whether at or prior to the Lease Ending Date, your bedroom and bathroom must be clean and in good repair. Also the kitchen and common area must be clean to avoid cleaning fees. If you fail to clean, or if any appliances have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair, or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your Keyed Personal Space or Common Area of the Apartment until after you have moved out.
- C. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without any liability to you.
- D. The rest of this paragraph applies unless the Lease is canceled due to circumstance defined in section 31). If you move out before the Lease Ending Date, you must pay a re-letting charge of \$375.00. The re-letting charge is not a cancellation fee, buy-out fee, or a limitation on damages collectible by us since you have still violated the Lease and your Balance for the remainder of the Lease is still payable to us. Rather this re-letting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, and marketing costs.

## 7. SECURITY DEPOSIT

Before your Application for Residency can be processed, you must pay a Security Deposit as partial security for all of your obligations under this Lease (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the Lease). Among other items, the cost of labor and materials for cleaning and repairs, over and above “normal wear” and the amount of delinquent payments, late charges, and all other charges may be deducted from the Security Deposit. You cannot use the Security Deposit to offset or pay in advance any month’s Rent or any other charges under this Lease. You agree that we have thirty (30) days after the latest of (a) expiration or termination of this Lease, (b) the date on which we received written notice of your forwarding address, and (c) payment in full amounts that you owe to us, to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Property and if your Security Deposit is transferred to the new owner, we do not have any further liability to you for the return of all or any portion of the Security Deposit—you must look to the new owner. We do not owe you any interest on the Security Deposit, and we can co-mingle it with other monies of Century Court.

## 8. RENT AND ADDITIONAL CHARGES

You will pay us the Rent on or before the 1<sup>st</sup> day of each month, in advance and without us having to make demand for payment. The Rent is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rent for any purpose, including an Act of God, unless we do not provide your Bedroom space to you. You may not reduce any Rent payable to us by any of your costs or damages against us.** At our option, we can require that all money payable to us is to be paid in either certified or cashier’s check, money order, or personal check. All checks and money orders must be payable to “Century Court Apartments”. **Cash will not be accepted without our prior written permission.** Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties, and obligations.

- A. Regardless of whether it is a holiday or weekend, **Rent is due on the 1<sup>st</sup> of the month. After 6:00 PM on the 3<sup>rd</sup> of the month, if any Rent remains unpaid, you will be charged a late fee of \$30.00.** You also agree to pay a \$30.00 charge for each returned check plus the above late fess until we receive acceptable payment.
- B. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

- C. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder or assess a late fee.
- D. You are liable for all costs associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies attached to this Lease.

## **9. UTILITIES**

We agree to furnish gas, electric, water, sewer, and garbage collection for the Apartment. All utilities may be used only for normal household purposes and must not be wasted. We reserve the right to review utility consumption of each Apartment and assess all residents of the Apartment an “excess consumption” charge equal to an amount over the average consumption, determined for your unit type based on prior history. Likewise, excessive usage of the College provided internet service may result in your being denied further access to it.

If you want high speed internet, cable TV or telephone service, they must be acquired by you, at your expense, through the provider(s) currently under contract by Century Court.

We will not be liable for any interruption or failure of utility services provided to the Premises, or any damage directly or indirectly caused by any such failure.

## **10. COMMUNITY POLICIES**

You and your guests must comply with all written rules and policies for the Property. **The current Community Policies are attached as Exhibit A.** These rules and policies are considered to be a part of this Lease and we can amend, expand, or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area designated for Notices to Residents. If you violate any of these rules or policies, you are in violation of this Lease.

## **11. PARKING**

All vehicles owned or operated by you are required to have a Century Court parking sticker. Guests must park in the designated guest parking areas. Otherwise, there are no assigned parking spaces and parking spaces are available on a first come, first served basis. **Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator.**

## **12 MAINTENANCE, ALTERATION AND REPAIRS**

- A. You are responsible for taking good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheetrock for hanging pictures) of the Premises with our prior written consent. We can require you to pay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Property. This includes, without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to appliances, doors, windows, walls, security devices, or other interior features. Your obligations to pay the charges as described above will survive after the ending of this Lease.
- B. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under Section 92.2611 of the Texas Property Code. You alone are responsible for keeping the smoke detector in working order and will be fined \$250.00 if your smoke detector is disconnected.**
- C. On the starting date of your lease, we will provide light bulbs for all light fixtures in the apartment. Thereafter, light bulbs replacement is your responsibility.
- D. Except in the event of an emergency, all requests for repairs or replacements must be in writing to us. **In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify the office or after hours staff immediately, and call 911 for immediate help with health or safety emergencies.** In addition, you are required to notify us in writing promptly of water leaks, electrical problems, carpet holes; broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to health or safety. On receipt of such notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you will still be responsible for full payment of all rent.
- E. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Apartment, or the Property. If you request any repairs, they will be scheduled during our usual working hours unless the repairs are required by an emergency as deemed by management.
- F. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following;
- a. Keep the Premises clean, especially the kitchen, bath, carpet and floor. Immediately throw away any moldy food.

- b. Remove visible moisture from windows, walls, ceilings, floors, and other surfaces as soon as possible. Turn off 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.
  - c. Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this Lease to repair or remedy the situation as necessary.
  - d. Clean any small areas of mold which you discover on non-porous surfaces. The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap and water, let the surface dry, and then within 24 hours, apply a pre-mixed spray-on-type household biocide. Make sure it is a non-staining type with a label indicating that it will kill mold. Always apply the biocide to an area 5 or 6 times larger than any visible mold as all mold make not be visible to the eye.
  - e. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) VISIBLE MOLD ON POROUS SURFANCES, SUCH AS SHEETROCK WALLS OR CEILINGS OR (2) LARGE AREAS OF VISIBLE MOLD ON NON-POROUS SURFACES. INSTEAD NOTIFY US IN WRITING, AND WE WILL TAKE APPROPRIATE ACTION IN ACCORDANCE WITH STATE LAW.
- G. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that might result.

### **13. LIABILITY**

Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the “Released Parties”), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE. We urge you to obtain your own insurance for losses due to such causes. YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (I) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST’S**

**PERSONAL PROPERTY (II) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT, OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

#### **14. CASUALTY LOSS**

If in our reasonable judgment, the Premises, the Building or the Property is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s), less lawful deductions, which may be provided in this Lease. If we determine that material damage has not been caused to the Premises, the Building or the Property, or, if we have elected not to terminate this Lease, we will, within a reasonable time, make all repairs we deem necessary. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

#### **15. NO PETS**

Except as required by law, no pets are allowed (even temporarily) anywhere in the Apartment or the Property without our prior written approval. "Pets" include all mammals, reptiles, amphibians, birds, and insects. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this lease. We may remove the pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

## **16. RIGHT OF ENTRY**

Both, we and the Manager and our respective agents, employees, repairers, service providers, and representatives may, without notice, at any time, enter the Premises for any reason that we, or the Manager deem to be reasonable. Some reasons for our entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventative maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing unauthorized window coverings; stopping excessive noise; removing or re-keying unauthorized security devices; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; to show apartment to prospective residents; or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby).

## **17. DEFAULT**

You are in violation of this Lease if:

- A. You fail to pay Rent or any other amount owed under this Lease;
- B. You or your guest violates this Lease or any addendum to it, the Community Policies, any apartment rules, or fire, health or criminal laws, regardless or whether arrest or conviction occurs;
- C. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for 5 days;
- D. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- E. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- F. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- G. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Lease or the Community Policies.

## **18. REMEDIES**

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- A. Collect any fine imposed by the Community Policies;
- B. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- C. Terminate your right to occupy the Premises, institute an action for eviction which does not terminate the Lease, or end your monetary obligation for the Premises, by giving you written notice providing 24 hours for you to leave;
- D. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the re-let charge of \$375.00);
- E. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- F. Report all violations to credit reporting agencies;
- G. Draft your checking account for any sums we say you owe that you have not disagreed with in writing;
- H. Accelerate the remainder of the Rent due under this Lease through the Ending Date; and
- I. Do any combination of a, b, c, d, e, f, g, or h; however, if the default solely relates to your failure to move in, we will return prepaid Rent if a replacement resident acceptable to us takes occupancy on the Starting Date; however, we will retain an amount of \$375.00 as a re-let fee.

Lease violations, including failure to pay rent and sums due, may also subject you to College sanctions, which may prevent you from enrolling at College and from obtaining grades, transcripts, or diplomas. All unpaid amounts will bear interest at 8% per year from the date originally due through the date of payment.

## **19. LANDLORD'S LIEN**

**All of your non-exempted property within the Premises is subject to a lien to secure payment of delinquent Rent or any other amounts that you owe us.** If you have violated this Lease, we can enter the Premises and remove and/or store all of your non-exempted property, but in so doing, we will leave a written notice in your bedroom stating the amount owed and the phone number, name, and address of the person to contact about the amount owed. Except for pets or worthless property, if the property is removed because of non-payment of Rent, non-payment of other sums, or if you have left the Premises, we will store the property removed, but we are not liable for casualty loss, damage, or theft of any such property. If the property is removed because of eviction, we have no obligation to store the property, but if we do, we are not liable for casualty, loss,

damage, or theft. All costs of storage and our charges for packing, removing, or selling such property are to be paid by you. Property can be redeemed by paying all delinquent Rent (and other sums due) as well as charges for removal, packing, storage, and sale. Property not redeemed within 30 days, can be disposed of by public or private sale which can be held no sooner than 30 days after a reasonable attempt at delivering written notice to you of the date, approximate time and place of the sale (such notice to be sent by first class mail and by certified mail, return receipt requested, to your last address on our books).

## **20. CUMULATIVE REMEDIES**

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing right of eviction or any other contractual or statutory right.

## **21. COSTS AND FEES**

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

## **22. SUBORDINATION AND RIGHT TO ENCUMBER**

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, the lender can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the right of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Lease and you appoint us as your attorney-in-fact to execute any such document for and in your name.

## **23. SALES**

Any sale of the Property shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Property will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

## **24. RESIDENT INFORMATION**

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

## **25. MULTIPLE RESIDENTS**

Each resident of an apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas and utilities; however, only you are liable for the lease obligations relating to your Personal Keyed Space and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their Personal Keyed Space and their rent payable to us.

## **26. GENERAL**

Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations, or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Property will be students. Our representatives have no authority to waive, amend or terminate this Lease or any part of it unless done so in writing and signed by the Manager.

Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease, Lease Addendum, and Community Policies, does not invalidate any portion of this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

## **27. LIABILITY OF LANDLORD**

If we violate this Lease, you must give us written notice of the nature of our violation and allow us thirty (30) days to cure it ( or a shorter period if so required by the Texas Property Code), before bring any action against us.

## **28. CREDIT AND BACKGROUND CHECKS**

As an applicant, you are hereby giving Century Court Management consent to conduct a consumer credit report and criminal background check. These reports may include information about you obtained from law enforcement agencies, state agencies, private consumer credit agencies, and social security information, as well as public records information such as criminal history and civil records such as are allowed by law. Information received may result in applicant being denied admission to Century Court.

## **29. GUARANTOR**

The Parental or Sponsor's Guaranty provided as part of your Lease Contract must be signed and returned to the Office as part of your application. The person who signs must have their signature notarized or attach a copy of his/her driver's license or other governmental photo identification. This must be received in the Office before your Move-In Date.

## **30. LEASE TERMINATION**

**Unless otherwise allowed in this paragraph, you may not terminate this lease for voluntary or involuntary school withdrawal or transfer, marriage, divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us. If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; or are a national guard or reservist called to active duty, then you may terminate this lease by giving written notice to us. Your notice shall terminate the lease thirty (30)days after we receive the notice. In addition, you must provide a copy of the official orders to allow lease termination.**

## **31. LEASE CANCELLATION**

You may **cancel this Lease before the Start Date** under the following provisions:

1. If you submit this Lease more than 90 days before the Start Date, you may cancel the Lease by notifying us in writing 60 to 89 days before the Start Date of the Lease. Your property security deposit will be returned minus any non-refundable fees associated with this Lease.
2. If you submit this Lease more than 30 days, but less than 91 days, before the Start Date, you can only cancel the Lease by notifying us in writing within 72 hours after you submitted the Lease. Your property security deposit will be returned minus any non-refundable fees associated with this Lease.
3. If you submit this Lease less than 31 days before the Start Date, you may cancel the Lease by notifying us in writing no later than 15 days before the Start Date. Your property security deposit and any other fees will NOT be returned to you.

You may **cancel this Lease after the Start Date** only under the following provisions:

4. If, after the Starting Date, you are no longer enrolled in the College because of unanticipated financial hardship, or medical necessity (which must be documented to our satisfaction), and you notify us in writing that you wish to cancel the Lease, and you pay to us as a \$150.00 Cancellation Fee, plus a re-letting fee of \$375.00, plus one full month's rent.

Except as described above, you have no right to cancel this Lease. You and your Guarantor will be responsible for payment of all rental fees due until the End Date of your Lease. Your property security deposit will be used to pay for any of your other obligations under this Lease, such as property damages and cleaning; the remaining deposit, if any, will be applied towards the Cancellation.

### **32. METHOD OF NOTICE**

**All “notices to us must be in writing and either hand delivered or sent by U.S. certified mail, postage pre-paid to Century Court, 5800 Jupiter Road, Plano TX 75074 Attention: Manager.**

### **33. Lease Renewal**

A. If you intend to renew your Lease, you must renew the Lease thirty (30) days prior to your Lease ending Date. If you don't, we may lease your space to another person and you will be required to move from your apartment by the Ending Date. **Without cause Century Court reserves the right to refuse renewal of your Lease.**

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**Signature of Applicant**

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**Signature of Guarantor**