



STUDENT LEASE AGREEMENT
SCC Housing Partners, LLC

This **STUDENT LEASE AGREEMENT** (“the Lease”) is made and entered into by and among “Resident,” identified below, “Guarantor” identified below, and SCC Housing Partners, LLC (“Landlord”), a Missouri limited liability company, each a “party” and collectively the “parties.” This Lease is effective on the date of the last of Resident, Guarantor, or Landlord to sign and execute this Lease (the “Effective Date”).

Resident's Name:

Permanent Home Address:

Primary Phone Number:

Guarantor's Name:

Guarantor's Address:

Guarantor's Phone Number:

1. DESCRIPTION OF PREMISES. Landlord does hereby rent to Resident, and Resident does hereby rent from Landlord, the Premises described as a _____ Apartment in Campus Lake Apartments located at _____ Campus Lake Dr., Cottleville, MO 63376, consisting of the Apartment and the Furnishings at that location. Notwithstanding the foregoing, Landlord shall have the sole discretion to reassign Resident to a comparable unit upon written notice to Resident at least ten (10 business days prior to the date of reassignment.

Two shared bedrooms, one bathroom (four residents total), a shared living/dining area, and a kitchen including refrigerator, dishwasher, range, microwave, washer, dryer.

Four private bedrooms, one bathroom (four residents total), a shared living/dining area, and a kitchen including refrigerator, dishwasher, range, microwave, washer, dryer.

Two private bedrooms, one bathroom (two residents total), a shared living/dining area, and a kitchen including refrigerator, dishwasher, range, microwave, washer, dryer.

One private bedroom, one bathroom (one resident total), a living/dining area, and a kitchen including refrigerator, dishwasher, range, microwave, washer, dryer.

2. TERM. Resident agrees that the Commencement Date will be on _____ and, except as otherwise provided herein, terminate on _____ (the “Expiration Date”).

If, prior to the Expiration Date of the Term, Resident is enrolled in at least one (1) summer class at St. Charles Community College and meets the academic requirements to live on the Premises, Resident may decide to exercise the Summer Two-Month Option by contacting the Landlord. The Summer Two-Month Option shall not be deemed offered, accepted, or otherwise effective until and unless it is expressly agreed to in a subsequent writing or addendum.

Landlord reserves the right to accept or refuse a two-month extension to any resident or prospective resident's lease for any reason not prohibited by applicable law.

If Resident wishes to renew their Lease with Landlord, Resident must execute a new binding Lease with Landlord for the succeeding term. Failure to execute a new Lease as and when required by Landlord may result in a loss of Resident's current exclusive space, Premises, and/or unit in the succeeding term.

3. RENT. In consideration of the Resident's rights and privileges under this Lease, the Resident agrees to pay Landlord the amount of _____ (“Rent”) in _____ monthly installment(s)

Deposits and Fees: In addition to paying Base Rent, you agree to pay SCC Housing Partners, LLC the following Deposits and fees.

Security Deposit: _____ (see Section 5 below)

Maintenance and Touch-up Fee: \$200.00 (this Fee is nonrefundable for any reason)

All unpaid amounts shall survive the Term. Accordingly, each Rent Payment shall be due and payable on the First (1st) day of each month beginning on the Commencement Date.

The Rent and all sums due under this Lease shall be payable without demand or set off to Landlord using electronic payment, unless other arrangements are made with the Landlord. Landlord reserves the right to charge reasonable processing fees for such payment methods, and the right to refuse any payments made in cash or third-party checks.

In the event that Rent is not received, in full, by Landlord by the close of business on the fourth (4th) day of the month when rent is due, an “Initial Late Fee” of \$60.00 will be assessed against Resident. “Successive Late Fees” will accumulate on each day thereafter, in the amount of \$5.00 for each day beginning on the fifth (5th) day after the due date until any such delinquent payments are completely satisfied. Successive Late Fees will accrue on any day, including weekends and holidays.

4. CREDIT CHECKS. Resident acknowledges that Landlord shall have the right to obtain a credit report (or summary thereof) of credit scoring of Guarantor’s and Resident's credit history prior to Landlord's execution of this Lease and from time-to-time during the Term of this Lease. If, in the Landlord's sole discretion, Guarantor and Resident has a credit history of delinquent payments, defaulted obligations, or an overall negative credit history indicating that Guarantor and Resident may be a poor credit risk, then Landlord may rely on said credit history in declining to rent the premises to Resident.

5. SECURITY DEPOSIT. On execution of this Lease, Resident agrees to deposit with Landlord the sum equal to one (1) month of Rent as security (not as Rent) for the full and faithful performance and observance by Resident of the terms and conditions of this Lease. Prior to the Expiration Date of the Term, Resident shall provide Landlord, at the location designated of payment of Rent, written notice of Resident's permanent forwarding address. If Resident fails to provide such an address, Landlord shall be entitled to forward all notices and refunds to Landlord's address as set forth above or in care of any designated Guarantor.

The Landlord may, but shall not be obligated to, use, apply, or retain the whole or any part of the Security Deposit to the extent required for payment of any Rent or any other amounts due from Resident to Landlord, reimbursement to Landlord for any damages to the Premises or other property of Landlord caused by Resident or Resident's guests, or any other sum as to which the Resident is in Default or for any sum which the Landlord may expend or may be required to expend by reason of the Resident's Default in respect to any of the terms and conditions of the Lease.

In the event Resident complies with all of the terms and conditions of this Lease, the Security Deposit will be refunded to Resident, without interest, at Resident's forwarding address within thirty (30) days following the expiration of the Term and after the Resident vacates the Premises.

Notwithstanding any other provisions expressed or implied in this agreement, it is specifically understood that the entire Security Deposit will be automatically forfeited should Resident vacate or abandon the Premises prior to the expiration of the Term, except where (i) that abandonment occurs during the final month of the Term, (ii) Resident has paid all Rent covering the Term, and (iii) either party has given the other timely written notice that the Lease will not be renewed.

6. UTILITIES AND SERVICES. Electricity, water, trash, sewer, internet, and basic cable services (“Utilities”) are included in Resident's rental amount as stated above. Any costs necessary to upgrade Resident's basic cable services shall be Resident's sole responsibility. Resident acknowledges that all utilities will be used for normal household purposes only and Resident shall not disconnect or cause any other person to disconnect any utility at any time without Landlord's express written consent.

Landlord reserves the right to terminate the utility services to Resident at any time, and to enact rules and regulations governing the use of the services by Resident. In the event Landlord shall disconnect any of the services provided to Resident, Resident will have to pay a reconnection fee plus all applicable taxes for the reconnection of series. Such amount shall be additional Rent and due in full together, with any applicable late charges, prior to reconnection of services.

Landlord makes no representations and hereby disclaims any and all warranties with respect to the utility services, including but not limited to, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord, whether in writing, or otherwise explicitly. Landlord does not guarantee the protection of Resident's privacy during operation of such services, that such services will satisfy Resident's requirements, or that the operation of such services will be uninterrupted or error free.

Resident acknowledges and agrees that neither Landlord nor its affiliates shall be responsible to Resident for any non-economic, consequential, incidental, indirect, or special damages, arising from breach of warranty, breach of Lease, negligence, or any other legal cause of action caused by the discontinuation or modification of any services or the termination of any services, whether arising from Resident's use (or inability to use) of the aforementioned services, or otherwise, even if Landlord has been advised of the possibility of such damages.

Resident agrees to indemnify, defend, and hold harmless, the Landlord, its officers, directors, employees, affiliates, and agents from any and all losses, claims, damages, expenses, and other liabilities and causes of action of every nature whatsoever which arise directly or indirectly: (i) in connection with the negligent acts, omissions, or intentional wrongdoing of the Resident; (ii) violation by Resident of any and all laws, ordinances, regulations, and rules in connection with the offering of the services; (iii) illegal or inappropriate use of the services; or (iv) interruption of heat, air conditioning, electricity, water, sewer, television, or any other utility service or for the malfunction of machinery, appliances, or any other necessary or incidental devices, including but not limited to, cables, pipes, or wiring, providing the utility services to the Premises.

7. FURNISHINGS/APPLIANCES AND FACILITIES. Resident acknowledges that furniture and appliances have been provided for Resident's use in the Premises. No other furnishings will be provided. Resident must examine all furniture and appliances within the Premises and notify the Landlord in writing of any defects within twenty-four (24) hours of moving in. If Resident fails to notify Landlord of any defects within such period, all furnishings and appliances will be deemed to be in good condition. All furnishings and appliances must be returned to Landlord when the Resident vacates the Premises, or when Resident's right to possession of the Dwelling is terminated, whichever is sooner. Resident shall be responsible for any damages or cleaning charges incurred by Landlord with respect to use or condition of any furniture on the Premises. In the event the furnishings or appliances are not maintained, are damaged, or are otherwise not returned to Landlord in a satisfactory condition, Resident shall pay Landlord, upon demand, the cost to repair or replace, as determined by Landlord.

Various areas of the Premises are designated and intended for the use and enjoyment in common areas by all residents, including but not limited to any walkways, breezeways, courtyards, and other amenities made available by the Landlord. Resident shall have non-exclusive use of these common areas, and must comply with all guidelines,

Laws, and Rules regarding these areas. Residents are expected to be considerate of others when using common areas. Resident understands that Landlord retains the right to alter, modify, or eliminate the common areas, should Landlord so elect. Further, common facilities may be closed for repairs, during holiday periods, or for renovation. Resident is responsible for any and all loss, breakage, or other damage or destruction caused to the Premises' common areas caused by Resident or Resident's guests and invitees.

8. ACADEMIC REQUIREMENT. Resident is required to be a student of St. Charles Community College. As a student of St. Charles Community College, the Resident is required to adhere to the academic requirements set forth below at the time of the signing of the Lease in order to reside at Campus Lake Apartments. Resident consents to Landlord's communication with St. Charles Community College to ensure compliance with the following.

A. All Residents are required to maintain at least twelve (12) credit hours recognized or approved by St. Charles Community College before being eligible to enter into a Lease with Landlord. To remain on the Premises during the summer semester, Resident must enroll in at least one (1) additional course offered at St. Charles Community College during the same period, either online or on-campus.

B. All Residents must always maintain good standing with St. Charles Community College and a cumulative GPA of at least 2.0 under this Lease.

If a Resident fails to comply with or satisfy either of these requirements, Resident understands that such noncompliance is deemed a breach of this Lease, and Resident's Default of the same, and will result in eviction or Resident's inability to renew his or her Lease with SCC Housing Partners, LLC after the Expiration Date of the Lease Term.

9. SUBSTANCE FREE POLICY. Resident understands that the Premises is located on property owned by St. Charles Community College, and that Resident's possession of the Dwelling and right to be upon or use the Premises is subject to St. Charles Community College's "**Substance Free Policy**," incorporated into this Lease by reference via the St. Charles Community College Student Handbook.

Resident understands that the possession, use, or distribution of alcohol, drugs, or tobacco is strictly prohibited on the Premises, and that failure by Resident or Resident's guests, agents, or invitees to comply with this Rule will be deemed a breach of the Lease, and Resident's Default of the same.

10. ST. CHARLES COMMUNITY COLLEGE HANDBOOK INCORPORATED. Resident acknowledges that Premises is located on property owned by St. Charles Community College. Accordingly, Resident agrees to abide by the St. Charles Community College Student Handbook (the "**Student Handbook**"), which is incorporated by reference herein and made a part of this Lease. Accordingly, a violation of any provision of the Student Handbook shall be deemed a breach of this Lease, and a Default by the Resident. Any amendments, modifications, or supplements shall be incorporated into this Lease as well, and Resident shall be deemed to have notice of such by virtue of Resident's status as a student at St. Charles Community College.

11. APARTMENT COMMUNITY GUIDELINES INCORPORATED. Resident must comply with all written rules and policies set forth in Landlord's "**Resident Handbook**," which are incorporated by reference herein and made a part of this Lease. Accordingly, a violation of any provision of the Resident Handbook shall be deemed a breach of this Lease, and a Default by the Resident. Landlord may modify, amend, or supplement the Resident Handbook provided, however, Landlord will provide Resident with notice of such within a reasonable time of the effective date of the modification, amendment, or supplement and in a method reasonably calculated to provide Resident with notice of the modification, amendment, or supplement.

12. QUIET HOURS. Resident understands that the ability to quietly study is important to all residents at the Premises. Resident may not disturb the quiet enjoyment of any other resident in the Premises or surrounding neighbors. Resident is responsible for adhering to the Premises' "**Quiet Hours**," which shall run from 10 P.M. to 6 A.M. on weekdays and from 12 A.M. (midnight) to 7 A.M. on weekends, unless modified by Landlord after this Lease.

If Resident or Resident's guests, agents, or invitees fail to adhere to and observe the Quiet Hours, Resident agrees that Landlord may assess a fine against Resident in the amount of \$100.00. This fine will be payable as Additional Rent and must be immediately paid with Resident's following payment of his or her monthly Rent.

If Resident violates this provision on three separate documents occasions, Resident shall be deemed in Default of this Lease.

13. DWELLING AND BEDROOM ASSIGNMENT. At Landlord's discretion or by necessity, Landlord may be unable to assign Resident a Dwelling or Bedroom by the Effective Date of the Lease. This does not release Resident from any responsibilities under this Lease, provided that Landlord is able, on or before the Commencement Date, to assign a Dwelling or Bedroom to Resident. In the event a Dwelling or Bedroom is unavailable by the Effective Date, Resident will sign an addendum to the Lease that will specifically identify and acknowledge the Dwelling and/or Bedroom assigned.

Landlord will use "reasonable efforts" (as determined by Landlord in its sole discretion) to honor Resident's requests for a specific Dwelling or Bedroom, however, if Landlord fails to provide Resident with the Dwelling or Bedroom specifically requested by Resident, such failure does not release Resident from the Lease's obligations.

Landlord reserves the right to relocate Resident to another dwelling of the Premises if Landlord determines, in its sole discretion, that such relocation is necessary or convenient for Landlord's business operations or the safety or wellbeing of one or more residents. If required by Landlord to relocate, Resident will not be required to pay any fees that may otherwise be applicable to such transfers.

If Resident's occupancy, possession, or use of the Dwelling is delayed, either by construction, repair, make ready, or holdover by a prior tenant, Landlord should not be liable for damages by reason of such delay. Landlord has the right, but not the obligation, to provide temporary housing, if it is available. If temporary housing is not available, the Rent will be abated per diem and pro-rated during the period of the delay. The delay will not affect any of the other terms of the Lease, and if Resident does not move in once the Dwelling is ready, Landlord may sue for damages, including attorney's fees, and may forfeit any deposits or monies of Resident in possession of Landlord.

14. ROOMMATE ASSIGNMENT. Resident acknowledges that Landlord has the right to assign any resident or prospective resident to a vacant bedroom within Resident's assigned Dwelling, with or without prior notice to Resident. Resident acknowledges that reasonable cooperation is expected of Resident and Resident's Roommate(s). Conflict between Roommates alone will not act as grounds to terminate the Lease. Landlord has no obligation to ensure that Resident and his or her Roommate(s) get along and no obligation to adjudicate or remedy any disagreements or conflicts between Roommates.

Landlord or Landlord's agents shall not be liable for any personal injury to Resident or damage to or loss of Resident's property, including, but not limited to, any injury, loss, or damage caused by criminal conduct committed or permitted by any Roommate or Roommate's guest(s).

15. GUESTS. Resident and any Roommate(s) of Resident shall have the exclusive use and enjoyment of the Dwelling during the Term. Resident and Roommate may, during the Term, permit the temporary use of the dwelling by their bona fide guests or family members. Landlord reserves the right to determine, in Landlord's sole discretion, whether a guest is a bona fide guest.

Resident is responsible for the safety, negligence, and all acts or omissions of Resident's guest(s). Resident will be responsible for the conduct of his or her guest(s) and must ensure that said guest(s) does not violate any governmental laws, ordinances, or rules and regulations, or the other provisions of this Lease, including ensuring that the guest(s) does not disturb other residents, neighbors, guests, visitors, Landlord, or Landlord's agents. Any conduct by Resident's guests constituting an act or omission violative of this section shall be deemed a breach of this Lease by Resident and Resident's Default.

Landlord does not provide supervision for guests. Guests under eighteen (18) years of age require prior written notarized consent by the guest's parent or guardian delivered to Landlord, which Landlord may decide to accept or refuse. Landlord may exclude any person from the Premises who Landlord cannot identify as a resident or guest of a resident.

Guests are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident and Roommates are not to have, collectively, more than ten (10) guests on the Premises or in the Dwelling at any one time.

16. CONDITION OF PREMISES. Renter hereby acknowledges that the Dwelling is delivered in "as-is" condition, and Resident's acceptance of the Dwelling at the beginning of the Term constitutes Resident's acknowledgement that the Dwelling is clean, Dwelling, its fixtures, and furniture are in good repair and good condition. Resident acknowledges that the condition of the Dwelling will not be the same as the condition of any model unit Resident may have previously toured.

At the commencement of the Term, Resident shall conduct an inspection and notify Landlord via email with photos of any damage or defect within twenty-four (24) hours. If Resident fails to notify Landlord or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Dwelling upon Resident's surrendering possession of the Dwelling at the termination of the Lease.

Resident agrees to keep and maintain the Dwelling in a good, clean, and sanitary condition, excepting reasonable wear and tear. In the event Resident fails to comply with this obligation, Landlord may charge any reasonable cleaning costs.

17. LANDLORD'S OBLIGATIONS. Landlord shall comply with the requirements of applicable building and housing codes materially affecting health and safety. Landlord shall also maintain the Dwelling, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the Lease, reasonable wear and tear excluded, unless the Dwelling is damaged or impaired as a result of the deliberate or negligent actions of the Resident or Resident's guests.

Landlord will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Dwelling and Premises. Landlord may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. Resident shall, within five (5) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of its obligations arising under this Lease or otherwise. Failure of Resident to provide such notice shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Resident.

18. MOLD. To minimize the occurrence and/or growth of mold in the Premises, Resident agrees to:

- 1) Clean and dust the Dwelling on a regular basis, particularly in the kitchen and bathroom, and to remove visible moisture on windows, walls, and other surfaces.
- 2) To not block or cover heating ventilation or air condition ducts in the Dwelling or Premises so as to maintain temperatures in the Dwelling within a range of 65-75 degrees Fahrenheit.
- 3) To notify Landlord in writing immediately upon discovery of any leaks or excessive moisture in the Dwelling or Premises, any evidence of mold or mildew-like growth in the Premises, any failure of the HVAC system or exhaust fans, and any inoperable windows and doors.

4) To use bathroom fans while bathing or showering, kitchen fans while cooking, and utility area fans while water is being used. Continue use of fans for at least 30 minutes after the activity, and hang towels and mats to dry out completely.

5) To allow a minimum of six-inches of space between furniture and walls for proper ventilation.

6) To use all reasonable care to close all windows and other openings to the Dwelling and Premises to prevent rain and other outdoor water from entering.

Resident further agrees that if mold-like conditions are discovered in the Premises or Dwelling, Resident will not take or allow to be taken any steps to clean up or remove the conditions without express permission from Landlord. Resident shall also be responsible for any damage, including but not limited to, damage from water and mold, which occurs as a result of Resident's failure to give notice to Landlord within twenty-four (24) hours of the discovery of water intrusion, water damage, and mold. Resident releases Landlord from any claim, loss, or liability relating to such water intrusion, water damage, or mold.

19. ASSIGNMENT, SUBLETTING, AND EARLY TERMINATION. Resident shall not assign, sublet, or otherwise rent the Dwelling, or any portion thereof, for any duration of time nor allow the same to be used or occupied except as specified herein, without the prior written consent of Landlord.

Resident acknowledges there is no right to early termination of the Lease and that Resident will not be released from this Lease for any reason. In the event of Resident's death, all rent, charges, removal, and storage costs, and damages to the Premises are due until the Premises is vacated.

20. USE – RULES AND REGULATIONS. Only Resident shall use and occupy the Premises, for the sole purpose of private dwelling relating to enrollment at St. Charles Community College and, in no event, shall Resident carry on or conduct any commercial enterprises in the Premises or on or about St. Charles Community College Campus without Landlord's prior, written approval.

Resident is to comply with all governmental laws, ordinances, and rules and regulations, and to refrain from any disruptive or illegal behavior or conduct. Resident agrees to comply with the Resident Handbook, which has been incorporated into this agreement by reference in Section 11 of the Lease.

21. RESIDENT'S DEFAULT. In the event of Default by Resident under this Lease, Landlord may, without formal demand or further notice of any kind, peacefully reenter and repossess the Premises, remove Resident and Resident's personal property without being liable for any damages therefore, and re-let the Premises. No such reentry and repossession by Landlord shall relieve the Resident or any Guarantor of their respective liability and Obligations under this Lease, and such liability and obligation shall survive any such reentry and repossession; provided, however, in the event of any such Default, Landlord shall retain the Security Deposit and Resident shall be liable to Landlord for the repayment of all Rent and other charges due hereunder, including expenses incurred by Landlord in connection with such repossession and any re-letting of the Premises. Following any such reentry, Landlord may, in its discretion, dispose of Resident's personal property or place some or all of such property in storage, in which case Resident will be liable for reasonable storage charges and Landlord shall have a lien against such personal property to secure the payment of all unpaid sums at any time owing Landlord from Resident.

Default on the part of the Resident shall include, but is not limited to, the following:

- a) Failure to make, when due, any Rent or other payment required hereunder.
- b) Maintaining a nuisance within the Premises or in or about the St. Charles Community College Campus.
- c) Disorderly, illegal, or criminal behavior on the part of Resident or Resident's guests.

d) Keeping any handguns, firearms, or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises or in or about the St. Charles Community College Campus.

e) Misuse, in violation of the State of Missouri, the Resident Handbook, or the Student Handbook, of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar, known controlled substances or harmful or habit-forming drugs and/or chemicals within the Premises or in or about the St. Charles Community College Campus by Resident or Resident's guests, excepting use pursuant to a lawful prescription issued by a properly licensed health care professional.

f) Inability or refusal on the part of Resident to adjust to the concept and requirements of living in a student residence environment.

g) Violation of any of the covenants and agreements of this Lease by Resident, or of any of the provisions of the Resident Handbook or Student Handbook.

h) Default or breach under the provisions of any riders or amendments to this Lease, attached hereto.

i) Damage caused by Resident or Resident's guests to the Premises or to the St. Charles Community College Campus.

j) Abandonment of the Premises.

k) Expulsion from St. Charles Community College or failure to meet the ACADEMIC REQUIREMENTS identified in Section 8 of this Lease.

In the event of a Default, Landlord shall, in addition to any other remedies it may have, be entitled to employ an attorney to enforce Landlord's rights under this Lease and will be entitled to recover for all costs and fees incurred by Landlord in connection therewith. All amounts due to Landlord shall, in the event of Default, bear interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less.

22. PREMISES AND DWELLING SECURITY. Resident acknowledges that Landlord and its agents have made no representations, either written or oral, concerning the safety of the Premises or the effectiveness or operability of any security devices or measures on the Premises. Landlord neither warrants nor guarantees the safety or security of Resident or Resident's guest(s) against any criminal or wrongful acts of third-parties. Each Resident and their guest(s) are responsible for his or her own person and property. Landlord is not liable to Resident, Roommates, or respective guests for any damage, injury, or loss to person or property caused by other persons and cannot and does not assume responsibility for the criminal actions of third-parties. There is no guarantee that any effort by Landlord will in any way increase Resident's personal security or the safety of Resident's family, guest(s), or belongings.

Resident acknowledges that security devices or measures may be thwarted by criminals or electrical or mechanical malfunctions. Therefore, Resident acknowledges that Resident shall not rely on such devices or measures and should take steps to protect Resident and Resident's existing property as if those devices did not exist. Resident agrees not to disable or disconnect, alter, or remove smoke detectors, locking devices, sprinkler systems, fire extinguisher, screens, or latches.

In the event an off-duty police officer or patrol services patrols any part of the Premises, the officer and/or patrol service does not provide personal security to Resident or their guests. In the event cameras have been placed upon the Premises, these cameras are not manned on a 24-hour basis and are not designed to provide personal security services to anyone.

23. VEHICLE REGISTRATION AND PARKING. Landlord reserves the right to designate and control the method, manner, and time of parking in parking spaces in and around the Premises. Resident understands that he or

she must comply with the Parking Tag requirements of St. Charles Community College. Parking of boats, recreational vehicles, commercial vehicles, campers, mobile homes, and trailers is prohibited unless written permission from Landlord is obtained.

Vehicles upon the Premises may not exceed fifteen (15) miles per hour or the posted speed limit.

Resident acknowledges that Resident will park all vehicles at Resident's own risk and will maintain insurance on his or her vehicle. Landlord assumes no risk or liability for any harm that should befall Resident's vehicle while parked upon the Premises.

Landlord may fine or have unauthorized or illegally parked vehicles towed according to state law at the operator's expense at any time if the vehicle: (i) has a flat tire, has wheels missing, or is otherwise inoperable; (ii) takes up more than one parking space; (iii) belongs to a Resident or occupant who has surrendered or abandoned the Dwelling; (iv) is in a handicap space without the legally required handicap insignia; (v) is erroneously parked in a space marked for visitors, managers, or staff; (vi) blocks another vehicle from exiting, preventing traffic flow, or is double parked; (vii) is in a fire lane or designated "no parking" area; (viii) is in a space marked for other Resident(s) or Unit(s); (ix) is on the grass, sidewalk, or patio; (x) blocks garbage trucks from accessing a dumpster; (xi) has no current license, registration, or inspection sticker; and/or (xii) Landlord gives at least 24 hours notice that the vehicle will be towed if it is not moved.

24. PROHIBITION OF PETS. Residents shall not have or allow any animal (except for a properly authenticated assistance animal under the Fair Housing Act) to be in the Premises or Dwelling without prior written consent from Landlord.

The first violation of this Rule will result in a written warning and a **\$300.00** fine. The second violation will result in a written warning and a **\$400.00** fine. The third violation will result in a **\$500.00** fine and Resident may be declared in Default of the Lease, subject to the procedures discussed in Section 21.

Additionally, for all violations, Resident will be charged for the defleaing, deodorizing, and shampooing of the Dwelling, in addition to any other damages caused by animal to the Dwelling or the common areas of the Premises. The unauthorized animal must be removed immediately, and Resident will be responsible for any and all kennel fees.

25. LANDLORD'S RIGHT TO ENTER. In the event of an emergency, if any resident of the Apartment has placed a work order with the Premises' manager, or if it is otherwise impractical to provide notice, both we and the manager, our respective agents, employees, repairers, services, and representatives may enter the Premises for any reason that we or the manager deem reasonable.

With one (1) day prior notice, Landlord and/or the manager can also enter the Premises to show the unit to government inspectors, lenders, prospective buyers, prospective residents, other tenants, or insurance agents or to perform maintenance or pest control.

26. RESIDENT'S MAINTENANCE OBLIGATIONS; INJURIES OR DAMAGES. Resident is responsible for and will take good care of the Dwelling and the furnishings in the Dwelling and Premises. Resident will maintain the Dwelling in a neat, clean, and sanitary condition.

Resident will not remove any of the property, perform any repairs, painting, wall papering, electrical changes, or other alterations (other than small nail holes in the wall for hanging pictures) of the Dwelling or Premises without Landlord's prior written consent. All other alterations, additions, or improvements made to the Dwelling or Premises by Resident shall, at Landlord's option, be either delivered to Landlord with the Dwelling or removed from the Dwelling prior to the Lease termination date. If Resident fails to repair and restore the Dwelling or Premises as required by this provision, Resident shall be liable for the costs thereof.

Resident must promptly report any repairs, installations, or service that needs to be made to the Premises or Dwelling to Landlord. Resident must immediately notify Landlord in writing of water leaks, mold, utility malfunctions, broken/missing locks, doors, windows, smoke detectors, and other conditions that pose a hazard to property, health, or safety. Landlord reserves the right to relocate Resident to perform work or to avoid property damage and the right to turn off equipment and interrupt utilities as needed.

Resident shall be liable and pay all costs for damages to the Bedroom, Dwelling, or Premises by Resident and Resident's guests. Such costs will constitute additional Rent. Landlord shall have the sole discretion to determine whether a needed repair constitutes an emergency repair. If Resident fails to timely or properly notify Landlord of any necessary repair or fails to perform regular maintenance and upkeep for which Resident is responsible, Landlord shall have the right to perform such work on Resident's behalf, for which Resident shall reimburse Landlord the total costs of such repair plus an additional sum equal to twenty-five percent (25%) of the total costs of such repair to reimburse Landlord for administrative expenses. Payment of such will be due within thirty (30) days after receipt of Landlord's invoice for the same.

In the event that a bedroom or common area within a Dwelling is damaged by one of the Residents or his/her guest(s), the cost to repair such damage will be allocated equally among the Dwelling's occupants, unless the Roommate who caused the damage takes responsibility for the same.

Landlord and respective agents, employees, repair services, and representatives may, without notice, at any time, enter the Dwelling for any reason Landlord deems reasonable, including without limitations entry of the Dwelling to inspect for mold, or other conditions necessitating repairs or to remedy any violation of this Lease.

Resident agrees that if Landlord agrees to make any repairs or undertakes an affirmative action toward making repairs and the completion of such is delayed for any reason beyond Landlord's control, there will be no effect on the obligations of Resident under this Lease.

27. ATTORNEY'S FEES. In the event Landlord is required to employ an attorney to represent it or the Premises manager in connection with the enforcement of this Lease, whether litigation be instituted or not, Landlord shall be entitled to reimbursement of all such attorney's fees incurred.

28. ABANDONMENT. If Resident is to be absent from the Dwelling for ten (10) or more consecutive days, written notice of such should be served upon Landlord.

Landlord, in its sole discretion, shall have the right to determine when the Dwelling is abandoned in accordance with applicable law. Resident agrees abandonment of the Dwelling shall include, but is not limited to: (i) the failure to pay Rent or other charges, (ii) the discontinuance of any utility service, and (iii) failure to respond to any notices, phone calls, or correspondence from Landlord.

In the event of an abandonment, Landlord shall have the right, without notice, to secure the Dwelling with new locks, to store and dispose of Resident's personal property in accordance with applicable law, and to re-rent the Premises for new occupancy. Resident agrees Landlord shall have no liability for actions taken to secure the Premises, obtain possession of the Dwelling, or store or dispose of Resident's abandoned personal property.

29. DAMAGE, CONDEMNATION, OR DESTRUCTION OF PREMISES. In the event the Premises should become untenable during the Term hereof because of damage, condemnation, or destruction of the Premises, then this Lease shall cease and terminate as of the date of such destruction and the Rent shall then be accounted for between Landlord and Resident up to the time of such damage or destruction of the Premises and be prorated to that date.

In the event that the Premises is damaged so as to render the Premises partially untenable or temporarily untenable but repairable within a reasonable time, then this Lease shall remain in force and effect and the Landlord shall, within a reasonable time, restore the Premises substantially to the pre-damaged condition. There shall be an

abatement in Rent in proportion to the relationship the damaged portion or untenable period bears to the whole of said Premises or Term.

30. EMINENT DOMAIN. In the event the Premises shall be taken over by eminent domain, the Rent shall be prorated to the date of the taking, this Lease will terminate on that date, and Resident shall have no further rights with respect to the Premises or this Lease.

31. HOLDOVER PERIOD. If Resident occupies the Dwelling or Premises past the expiration of the Term, Resident will be deemed a Holdover Tenant in violation of this Lease, and will owe Landlord double rent, prorated for each day that Resident remains in the Dwelling, plus all damages sustained by Landlord, damages to any contractors scheduled to perform work in the Dwelling or Premises, damages to any person who could not move in because of Resident's Holdover, and damages to any other person harmed by, as a result of, or derivative of Resident's holdover.

32. SALE OF PROPERTY. Any sale of the Premises or Dwelling will not affect this Lease or any of Resident's obligations, but upon such sale Landlord will be released from all obligations under this Lease and the new Landlord of the Premises will be responsible for the performance of the duties of the Landlord from and after the date of such sale.

33. MILITARY PERSONNEL CLAUSE. In the event Resident is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter Resident received permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires, or separates from the military, or is ordered into military housing, then in any of these events, Resident may terminate this lease upon giving thirty (30) days written notice to the Landlord. Resident shall also provide to Landlord a copy of the official orders or a letter signed by Resident's commanding officer, reflecting the change which warrants termination under this provision. Resident will pay prorated Rent for any days Resident occupies the dwelling past the first day of the month. Liquidated damages for making false representation of the above will be the amount of unpaid Rent for the remainder of the Lease Term when and if Resident moves out.

34. ENTIRE AGREEMENT. It is expressly understood and agreed that this Lease contains the entire agreement between the parties hereto and that Landlord is not and shall not be bound by any representations, agreements, or promises, oral or written, which are not contained in this Lease. This Lease may not be modified orally.

35. SEVERABILITY. The invalidity of any provision of this Lease or of its application to any person or circumstance as determined by any governmental agency or court shall in no way affect the validity of any other provision hereof and all the terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

36. TIME OF ESSENCE. Time is of the essence with respect to this Lease and to each and every term and condition herein contained and especially those provisions concerning payments to be made by Resident.

37. NON-WAIVER. The failure of Landlord to insist upon strict performance of any term or condition of this Lease, or to exercise any right herein conferred shall not be deemed a waiver or relinquishment of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

38. RIGHT OF REFUSAL. Until Landlord has executed this Lease, Landlord shall have the right to refuse acceptance of Resident for any reason whatsoever, provided, however, that such refusal shall not be based on Resident's race, color, religion, national origin, sex, disability, or familial status. In the event of refusal, Landlord shall refund to Resident, if applicable, the Security Deposit and any pre-paid rent.

39. JURISDICTION & VENUE. Any claims brought under this Lease shall be filed in the Circuit Court of St. Charles, State of Missouri. The Circuit Court of St. Charles, State of Missouri shall have exclusive jurisdiction over any claim brought under this Lease.

40. WAIVER OF JURY TRIAL. Resident and Landlord hereby knowingly, voluntarily, and intentionally waive, on their own behalves and on behalf of their successors or assigns, to a trial by jury in respect to any litigation arising in connection with this Lease or any other agreement contemplated to be executed in conjunction with this Lease, or arising from the parties' course of conduct, course of dealing, statements (verbal or written) or actions relating to the subject matter of the lease. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD ACCEPTING THIS LEASE.

41. ADDENDA. Resident acknowledges that all addenda are considered to be a part of this Lease. Any addenda referenced in this Lease are hereby incorporated by reference as part of this Lease. In the event there is a conflict between the provisions of this document and the provisions of the additional addenda, the provisions of the additional addenda shall control.

42. INDEMNIFICATION. RESIDENT HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY LANDLORD, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, AGAINST ALL ACTIONS, CAUSES OF ACTION, CLAIMS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE WHATSOEVER TO PERSONS AND/OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTIONS OF RESIDENT, RESIDENT'S GUESTS AND/OR INVITEES. THIS INDEMNIFICATION SHALL ALSO INCLUDE REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY LANDLORD IN CONNECTION WITH THE DEFENSE, PAYMENT, AND/OR SETTLEMENT OF ANY SUCH ACTIONS, CAUSES OF ACTION, LIABILITY, AND DAMAGES.

43. RESIDENT'S REMEDIES. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, RESIDENT AGREES THAT IT SHALL LOOK SOLELY TO THE INCOME DERIVED BY LANDLORD THROUGH ITS MANAGEMENT OF CAMPUS LAKE APARTMENTS FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER JUDICIAL PROCESS) REQUIRING THE PAYMENT OF MONEY BY LANDLORD IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE TERMS, COVENANTS, AND CONDITIONS OF THIS AGREEMENT TO BE OBSERVED OR PERFORMED BY LANDLORD. NO OTHER ASSETS OF THE LANDLORD, OR LANDLORD'S PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR SUBSIDIARIES SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER PROCEDURE FOR THE SATISFACTION OF RESIDENT'S REMEDIES. NO CLAIM FOR ANY DEFICIENCY REMAINING SHALL EVER BE ASSERTED AGAINST THE PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR SUBSIDIARIES OF LANDLORD OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. RESIDENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXPRESSLY WAIVES ANY RIGHT TO CLAIM A JUDGMENT LIEN IN FAVOR OF RESIDENT IN THE EVENT OF LANDLORD'S BREACH OF THIS AGREEMENT. IN THE EVENT OF ANY ACT OR OMISSION BY LANDLORD AT THE BUSINESS OFFICE OF CAMPUS LAKE APARTMENTS WHICH WOULD GIVE RESIDENT THE RIGHT TO DAMAGES FROM LANDLORD OR THE RIGHT TO TERMINATE THIS AGREEMENT BY REASON OF A CONSTRUCTIVE OR ACTUAL EVICTION FROM ALL OR PART OF THE PREMISES OR OTHERWISE, RESIDENT SHALL NOT SUE FOR SUCH DAMAGES OR EXERCISE ANY SUCH RIGHT TO TERMINATE UNTIL RESIDENT SHALL HAVE FIRST GIVEN WRITTEN NOTICE OF SUCH ACT OR OMISSION TO LANDLORD AND A REASONABLE PERIOD OF TIME (NOT LESS THAN 30 DAYS) FOR COMMENCING TO REMEDY SUCH ACT OR OMISSION SHALL HAVE ELAPSED FOLLOWING THE GIVING OF SUCH NOTICE, DURING WHICH THE LANDLORD SHALL BE ENTITLED TO ENTER UPON THE PREMISES AND DO WHATEVER MAY BE NECESSARY TO REMEDY SUCH ACT OR OMISSION.

44. GUARANTOR. The undersigned Guarantor unconditionally guarantees, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment (and not merely the collectability), performance and observance by Resident, of all amounts, terms, covenants and conditions in this Lease to be paid, kept, performed and observed by Resident.

Guarantor shall also pay to Landlord all reasonable and necessary incidental damages and expenses incurred by Landlord as a direct and proximate result of Resident's failure to perform, which expenses shall include reasonable attorneys' fees and interest on all sums due and owing to Landlord by reason of Resident's failure to pay same, at the maximum rate allowed by law.

Guarantor may be joined in any action against Resident in connection with the obligations of Resident under this Lease and recovery may be had against Guarantor in any such action. Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatever against Resident or pursuing any other remedy or applying any security it may hold.

The duties and obligations of Guarantor shall apply to this Lease, including all extensions, renewals, modifications or amendments thereof, to any assignment, subletting or other tenancy thereunder and to any holdover term following the Lease term granted under the Lease, or any extension or renewal thereof, specifically including a Summer Two-Month Option, all without further notice to Guarantor.

Guarantor agrees this Lease shall be governed by and construed in accordance with the laws of the State of Missouri. Any claim brought against Guarantor may be filed in the Circuit Court of St. Charles, State of Missouri. The Circuit Court of St. Charles, State of Missouri shall have exclusive jurisdiction over any claim brought against Guarantor under this Lease. Guarantor hereby waives its rights to trial by jury of any cause of action arising out of, or in any way connected with, the Lease.

The duties and obligations of Guarantor shall be binding upon Guarantor and Guarantor's heirs, personal representatives, successors and permitted assigns.

Resident acknowledges that Resident has read this Lease, the Student Handbook, the Resident Handbook, the Rules and Regulations, and all addenda. Resident affirms that Resident will, in all respects, comply with the terms and provisions of the Lease. Resident acknowledges that this agreement is a legal document and is enforceable against Resident.

WHEREFORE, Resident and Landlord have respectively executed this Lease the day and on the date of the last of Resident or Landlord to sign below.

LANDLORD: SCC Housing Partners, LLC.

Sign:

Date:

By:

RESIDENT:

Sign:

Date:

By:

RESIDENT'S LEGAL GUARDIAN *(If resident is under legal disability including minority under 18):*

Sign:

Date:

By:

Relation:

GUARANTOR:

Sign:

Date:

By: