

































g. Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

h. Other Activities whether lawful or unlawful, that we determine, and so notify you, to be harmful to the System or to its or our respective subscribers, tenants, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

3. The responsibility for avoiding the harmful activities described above rests primarily with you. We will not, as an ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. When Management becomes aware of harmful communications, however, it may take any of a variety of actions. We may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including Management exercising remedies for your breach of this Lease.

4. Provider also is aware that many of the users of its System may be, themselves, providers of Internet services (you are not such a provider, and will not provide Internet services through the System), and that information reaching the System from those users may have been originated by customers of those users or other third parties. Provider does not generally require its users who offer Internet services to monitor or censor transmissions created by customers of its users. At the same time, users who knowingly transmit materials that violate law or this Policy are, themselves, in violation of this Policy. Similarly, Provider expects that users who offer Internet services will cooperate with Provider in any corrective action that Provider deems necessary, in order to correct and prevent the transmission of material that is harmful to Provider or its users. Failure to cooperate with such corrective and preventive measures is a violation of this Policy and the Lease.

5. We are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge you and other users of the System to assume that all of their on-line communications are insecure.

6. We cannot take any responsibility for the security of communications transmitted over the System. However, Provider will attempt to comply with applicable laws concerning the privacy of its users' on-line communications. In particular, Provider intends not to intentionally monitor or disclose any private electronic mail messages sent or received by its users unless required to do so by law. We may, however, monitor the System electronically to determine that the System is operating satisfactorily. Also, we may be required to disclose information transmitted through the System in order to comply with court orders, statutes, regulations or governmental requests. Finally, we may disclose information transmitted over the System where necessary to protect us and users of the System from harm, or where such disclosure is necessary to the proper operation of the System.

7. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System and will not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, such as FTP, WWW, Napster and NNTP, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

8. Excessive data transfer may interfere with the experience of other users of the System. You will not disrupt, or interfere with the use by other subscribers of the System or with the services available through the System. We will have the right to monitor the "bandwidth" utilization (i.e., the volume of data transmitted during any period of time) arising out of the System at any time and on an ongoing basis. Management may limit your bandwidth utilization from time to time, if we, in our sole discretion, determine such utilization is excessive.

9. Use of the System is at your sole risk, and we or any of our respective affiliates will not be liable in connection with any usage of the System by you or any third party. We nor any of our respective affiliates represent or warrant that the System will be uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the System, including, but not limited to, availability of e-mail messages, the tenant network link, or results that may be obtained from the use of the System, or as to the accuracy or reliability of any information, service or merchandise advertised, purchased or provided through the System.

10. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time.

11. Because the System is shared by many other users, we recommend your use of "Personal Firewall Software".

Resident Initials: \_\_\_\_\_





12. Without limitation to any other provision of this Lease, violations of this Policy by you may result in remedial action varying from temporary reduction of the network resources, suspension of services and termination of services.

13. You hereby agree to indemnify, protect and save harmless us and each of our affiliates, agents, officers, directors, members, partners and shareholders from and against any suits, actions, proceedings, claims, losses and expenses (including without limitation legal fees) incurred by any of them resulting from your violation of this Policy. Among other things, this means, that if we are sued because of your activities that violate this Policy, any law or the portions of this Lease dealing with your use of the System, you will pay any damages awarded against us, plus costs and attorneys' fees.

14. We will not be liable for any interruption, surge, or failure of the System or of any utilities or services provided to you or any damage directly or indirectly caused by such interruption, surge or failure.

15. We may provide direct connections, or wireless connections, to Provider's and/or the University or College network, where available, as chosen by us. Use of these services is subject to the terms and conditions of (i) Management (ii) Provider (including the Policy set forth above), and (iii) the terms and conditions governing the use of University or College-provided services, as applicable. In the event you are in default under any of the terms of this Lease (including, without limitation, the Policy), Management will have the right to discontinue your connections to the System and/or University or College-provided services. If Provider re-connects you to the System, and/ or a University or College provided service, after disconnecting you from such service, Provider may, in its discretion, charge you a reconnection fee,

16. Should you desire to use alternative Internet or on-line services, you will have the right to do so, at your expense.

17. You are required to have an anti-virus software package installed on your computer system at all times when accessing the Apartment Community's internet services. Such anti-virus software must have a valid, current license, which allows for regular updates of anti-virus definitions.

18. Computer systems are subject to exploitation and security breaches that may cause the spread of malicious internet traffic, such as Worms, Trojan Horses, etc. With this in mind, you are responsible for ensuring that your operating system is up to date, with all security/critical update patches for your specific operating systems. Such patches are generally made available by the operating system provider.

19. This Policy may be amended or supplemented from time to time by us. Such amendments or supplements will be effective upon the transmission of written notice to you as provided in the foregoing Lease, or, as we communicate such amendment or supplement over the Internet.

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date
_____	_____	_____	_____
		Resident	Date
_____	_____	_____	_____
		Resident	Date
_____	_____	_____	_____
		Resident	Date
_____	_____	_____	_____
		Resident	Date

Resident Initials: \_\_\_\_\_





**UNIT ASSIGNMENT ADDENDUM**

Apartment Community: **Campus Hill - Syracuse**

Resident: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

As of the Starting Date of the Lease Term, the Premises, as defined in Section 2 of the Lease, shall consist of the following:

Not Applicable

Apartment:  Bedroom:  Unit # \_\_\_\_\_ Bed Letter \_\_\_\_\_

**RENT.** According to the preferences you have previously stated or based on the availability of the unit type requested, the Rent for the above referenced Apartment and/or Bedroom may be increased or decreased from the Rent listed on your Lease due to premiums assessed for location, view or other value added or lost variations from the basic unit type requested. You agree that your Monthly Rent will be adjusted by the following amount, for the following reasons:

Monthly Rent Adjustment: \$ \_\_\_\_\_  
 Reason for Adjustment: \_\_\_\_\_

Monthly Rent Adjustment: \$ \_\_\_\_\_  
 Reason for Adjustment: \_\_\_\_\_

Monthly Rent Adjustment: \$ \_\_\_\_\_  
 Reason for Adjustment: \_\_\_\_\_

New Monthly Installment of Rent: \$ \_\_\_\_\_

You agree that the above New Monthly Installment of Rent amount will be due as Rent. This New Monthly Rent is payable according to the terms of Section 1 of the Lease.

**REASSIGNMENT.** Though we will try to avoid it, we reserve the right to reassign your Apartment or the Bedroom listed above prior to you taking possession of the Apartment.

\_\_\_\_\_  
 Management, as Agent for Landlord      Date      Resident      Date

\_\_\_\_\_  
 Resident      Date      Resident      Date

\_\_\_\_\_  
 Resident      Date      Resident      Date

Resident Initials: \_\_\_\_\_





**PARKING RULES**

Apartment Community: Campus Hill - Syracuse

Resident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

I do not have a garage, carport or reserved parking space at this time. If I obtain a garage, carport, or reserved parking space I understand that I must complete a new Parking Agreement.

**Leased Parking/Storage**

You agree to lease a  Garage,  Carport, and/or  [Parking Space (#NA)], the “Additional Space”, located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on \_\_\_\_\_ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease. Notwithstanding the foregoing we may cancel the leased parking/storage at any time upon thirty (30) days prior written notice.

2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:

- No charge
- One-Time Charge of \$50.00 per year.
- Two equal installments of \$\_\_\_\_\_ with the first installment due at the time of Agreement submission and the second due \_\_\_\_\_ 20\_\_\_\_.
- Ongoing Monthly Charge of \$\_\_\_\_\_, due with the Rent and subject to all late fees or penalties outlined in the Lease.

3. You agree to pay a security deposit of \$\_\_\_\_\_. This security deposit will be part of the security deposit(s) under the Lease and is subject to all applicable provisions in the Lease.

4. You acknowledge receipt of the following entry device  [Key]  [Remote], or  [Access Card (#\_\_\_\_\_)] for which you have paid a non-refundable fee in the amount of \$0.00. You understand that there is a non-refundable replacement fee of \$\_\_\_\_\_ for this device if you should fail to return it upon vacating the Premises.

5. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.

6. You agree that Management may enter the Additional Space pursuant to Section 17 of the Lease.

7. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.

8. You agree to accept the Additional Space “AS IS”, and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.

9. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

Resident Initials: \_\_\_\_\_



### **General Apartment Community Parking Rules and Regulations**

1. Any illegally parked vehicles or vehicles violating the regulations below or any other applicable regulations or any unauthorized vehicles may be towed at the expense and sole risk of the owner of the vehicle.
2. You may not have more than one vehicle in the Apartment Community at one time, and your vehicle must be properly registered with our office. The vehicle must be properly insured and a current state inspection and registration sticker(s) must be visible. Proof of Insurance is required prior to the issuance or renewal of a parking permit.
3. Your vehicle and those of your guest(s) may not, at any time, park your vehicle such that it takes up more than one parking space, park in a fire lane, in a “no parking” area, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces without a required handicap identifying card or license, in spaces designated for visitors or management representatives, in a location which blocks exit from or entrance to a parking space, in areas without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner’s expense and sole risk.
4. Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than a pick-up may not remain on our property except for loading and unloading, though we reserve the right to permit these vehicles in designated areas.
5. You may not wash your vehicle or perform any mechanical repairs or maintenance while in the Apartment Community, except in areas, if any, designated by us for such uses.
6. You agree to inform your guests/non-residents of all parking rules and restrictions.
7. The vehicle must appear to be in operable condition, that is, it cannot have a flat tire; be on jacks or blocks; have an expired state inspection sticker; have an expired or no license plate or no registration sticker. Our towing company, frequently and at random without being called by us, tows any car that is inoperable, has an expired or invalid license plate, expired temporary license plate or is in violation of any of the other provisions of this agreement, any other applicable regulations or the Resident Handbook. This is the only notice you will receive. You will be towed, if you are not parked or permitted correctly or you are not in compliance with all other state or local legal requirements with no advance or further notice.
8. You agree to pay for towing and storage charges. The Apartment Community is not responsible for tickets received for parking violations of any area within our property or anywhere else outside our property.
9. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

### **Parking Permits**

1. If your Apartment Community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver’s side of your front windshield, unless otherwise directed in writing by us. Vehicles violating this provision may be towed at the vehicle owner’s expense.
2. A parking permit allows the resident to park in designated areas within the Apartment Community upon availability. A permit in no way guarantees the availability of parking in front of your building or even in the Apartment Community.
3. Parking permits become invalid on Ending Date of your Lease or earlier if your Lease is terminated either by us or you or if you sublease your Apartment in accordance with Section 10 of the Lease.
4. If you enter into a new Lease, you must obtain a new permit from us at the Ending Date of your prior Lease. Your old permit will not protect you against towing.
5. Parking permits are valid only on the vehicle assigned per this Addendum. Permits are non-transferable between vehicles or between residents and non-residents.
6. We reserve the right to revoke parking permits at any time for any reason.
7. You have received a  [Decal (#\_\_\_\_\_)] for which you have paid a non-refundable fee in the amount of \$\_\_\_\_. You understand that there is a non-refundable replacement fee of \$\_\_\_\_ for this if a replacement is needed.

Resident Initials: \_\_\_\_\_



**Guest Parking**

- 1. You understand that the Apartment Community  [does]  [does not] require guest parking permits.
- 2. Your guests must park only in designated guest or visitor parking, and they are subject to all the provisions in this Addendum.
- 3. If your Apartment Community requires guest parking permits, plan to secure one for your guest during business hours only. We reserve the right to limit the number of guest parking permits issued each day and to issue none on any day we choose. There is no guest or visitor parking area-only guest permits. Guest permits must be clearly in view in the area specified by Management when you sign out the permit (It is your responsibility to ask Management where the guest permit should be placed). If the permit is not visible for any reason, the car could be towed at your expense.

Acceptance of parking privileges (access card, special permits and hang-tags) constitutes an agreement between the Tenant and the Landlord that the Landlord shall not be responsible for loss or damage to the vehicle or to persons, its accessories or contents, resulting from theft, fire, collision, or any other cause

**Vehicle Information**

Vehicle Make/Model:	
Vehicle Identification Number:	Vehicle License Number:
Vehicle Year:	Vehicle Color:
Insurance Company Name:	
Policy Number:	
Effective Date of Policy:	

Copy of current Driver's License on file with Management?  Yes  No

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date
_____	_____	Resident	Date
_____	_____	Resident	Date
_____	_____	Resident	Date
_____	_____	Resident	Date

Resident Initials: \_\_\_\_\_





STORAGE ADDENDUM

Apartment Community: Campus Hill - Syracuse

Resident:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

[X] Not Applicable

Storage

You agree to lease a [ ] [Storage Facility] the "Additional Space", located at the above named Apartment Community under the following terms:

- 1. The term of this Addendum will begin on \_\_\_\_\_ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease.
2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:
[ ] No charge
[ ] One-Time Charge of \$ \_\_\_\_\_ per year.
[ ] Ongoing Monthly Charge of \$ \_\_\_\_\_, due with the Rent and subject to all late fees or penalties outlined in the Lease.
3. You agree to pay a security deposit of \$ \_\_\_\_\_. This security deposit will be part of the security deposit(s) under the Lease and is subject to all applicable provisions in the Lease.
4. You acknowledge receipt of the key to the Additional Space, for which you have paid a non-refundable fee in the amount of \$ \_\_\_\_\_. You understand that there is a non-refundable replacement fee of \$ \_\_\_\_\_ for this key if you should fail to return it upon vacating the Premises.
5. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.
6. You agree that Management may enter the Additional Space pursuant to Section 17 of the Lease.
7. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.
8. You agree to accept the Additional Space "as is", and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.
9. You agree to indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space. You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you.

Management, as Agent for Landlord \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_ Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident Initials: \_\_\_\_\_





**CONCESSION ADDENDUM**

Apartment Community: **Campus Hill - Syracuse**

Resident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Not Applicable

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

With the expectation of full performance of the Lease in its entirety, Management is extending the Resident a concession totaling \$\_\_\_\_\_.

The concession has been/will be applied as described below:

<input type="checkbox"/> Upfront Rental Concession of \$_____ to be taken in the month(s) of _____ =	\$_____
Description: _____	Concession Amount
<input type="checkbox"/> New Lease Incentive of \$_____ given in the month of _____ =	\$_____
New Lease Incentive Description: _____	Concession Amount
<input type="checkbox"/> Other: _____ =	\$_____
	Concession Amount

\*In the event of a violation, as outlined in the Lease, all concessions detailed above and received prior to such violation must be repaid in full. Future concessions do not require repayment.

Management, as Agent for Landlord \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident Initials: \_\_\_\_\_







**GUARANTY AGREEMENT ADDENDUM**

Apartment Community: Campus Hill - Syracuse

Landlord: CCSHP Syracuse 1, LLC

Resident: \_\_\_\_\_

Guarantor(s): \_\_\_\_\_

Lease Date: \_\_\_\_\_

The Resident named above desires to enter into a Lease with Landlord for certain Premises within the Apartment Community named above.

Landlord requires security in exchange for entering into a Lease. The Guarantor(s) named above are willing to give such security.

The Guarantor(s) and the Resident will be jointly and severally responsible for full payment and performance of all of the Resident's obligations under the Lease.

The Guarantor(s) and the Resident will be obligated to:

- Complete a rental application and qualify according to the standards of the Apartment Community and Management.
- Ensure prompt payment of Rent including all Additional Rent and other charges associated with the Lease.
- Ensure that all utility accounts associated with the Apartment are kept in good standing.
- Adhere to all conditions of the Lease and the Resident Handbook.
- Pay for any and all damages to the Apartment while Resident is in possession of the Apartment and/or obligated under the Lease.

If the Resident or the Guarantor(s) are in violation of the Lease or if the Lease is not fulfilled in its entirety,

- Both the Guarantor(s) and the Resident may be named in any and all court proceedings, and both will be subject to any judgments resulting from court proceedings.
- Both the Guarantor(s) and the Resident will be named on any accounts turned over to collection agencies.
- The Guarantor(s) and the Resident will agree to pay reasonable legal fees and costs associated with the enforcement of the Lease or this Guaranty Agreement and/or the collection of any and all monies due to Landlord.
- All remedies against the Resident will apply to the Guarantor(s) as well.

If the Guarantor(s) is/are married, then both the Guarantor and spouse must sign and execute this Guaranty Agreement, where required by law.

It is not necessary for the Guarantor(s) to sign the Lease itself or to be named in the Lease. The Guaranty Agreement or the Guarantor(s) does/do not have to be mentioned in the Lease.

This Guaranty Agreement applies to the Lease with the above Lease Date and will be valid and continuous through the Lease Term and any renewals of the Lease and any transfers to other apartments within the same Apartment Community. The Lease may be extended, renewed or modified and will be subject to and covered by this Guaranty Agreement without further notice, authorization or signature of the Guarantor(s). The liability of Guarantor(s) under the Guaranty Agreement is unconditional and primary. Landlord may, at its option, proceed solely against all or any of the Guarantors without first commencing an action, exhausting any remedy, obtaining any judgment, or proceeding in any way against Resident or any other person or entity. Guarantor(s) waive the benefits of any right of discharge, if any, and any rights of sureties and guarantors under law. This Guaranty Agreement and its underlying obligations are not released, impaired, reduced or affected by the occurrence of any one or more of the following: (i) any assignment or sublease of the Premises; (ii) the insolvency, bankruptcy, disability, or death of the Resident; (iii) renewal, extension or modification of the Lease, either with or without notice to Guarantor(s); (iv) any delay, failure or refusal of Landlord to take or prosecute any action for collection or enforcement of the Lease; or (v) Landlord's failure to notify Guarantor(s) of any assignment, sublease, renewal, extension or modification of the Lease. This Guaranty Agreement shall be construed according to the laws of the State where the Community is located in the county where the Apartment Community is located. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR(S) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO ANY OF THE PROVISIONS OF THIS GUARANTY AGREEMENT.**

Resident Initials: \_\_\_\_\_





**GUARANTY AGREEMENT ADDENDUM (Page 2)**

Apartment Community: Campus Hill - Syracuse

In witness whereof, the undersigned have executed this Guaranty Agreement on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Guarantor Signature\*                      Date

\_\_\_\_\_  
Guarantor Signature\*                      Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Management, as Agent for Landlord                      Date

\_\_\_\_\_  
Notary Signature (if applicable)                      Date

\*If Guarantor(s) does/do not sign this Guaranty Agreement in the presence of an authorized community associate, Guarantor(s) should sign this Guaranty Agreement in front of a notary public and must include a photocopy of a government issued photo ID.

Sample

Resident Initials: \_\_\_\_\_





**RESIDENT HANDBOOK ACKNOWLEDGEMENT**

Apartment Community: **Campus Hill - Syracuse**

Resident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge the following (initial):

- \_\_\_\_\_ I have received a copy of the Resident Handbook or one has been made available to me for my review.
- \_\_\_\_\_ I have read and agree to abide by all rules and policies contained in the Resident Handbook.
- \_\_\_\_\_ These rules are subject to revision, pursuant to Section 13 of the Lease.
- \_\_\_\_\_ I am responsible for complying with, and ensuring that my guests comply with, all of the Resident Handbook.
- \_\_\_\_\_ The Resident Handbook is considered to be part of the Lease.

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date
		Resident	Date
		Resident	Date
		Resident	Date
		Resident	Date

Resident Initials: \_\_\_\_\_





**PET ADDENDUM**

Apartment Community: **Campus Hill - Syracuse**

Resident ("I" or "Pet Owner"): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

I understand that my Apartment Community does not accept pets, and I will be subject to the penalties listed in the Resident Handbook if I am found to have a pet.

I have no pet at this time. If I acquire a pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges, complete a new Pet Agreement, and adhere to all pet policies established by Management now or in the future. I understand that if I am found to have an unregistered pet in my Apartment prior to completing any of the aforementioned steps, I am responsible for paying a \$450.00 pet fine, which is due in addition to all other deposits, fees and pet rent—failure to pay the fine within 10 days after written notice from Landlord or Manager is a default.

I do have a pet at this time. My pet's information is listed below. If I acquire a replacement pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges for an additional pet, complete a new Pet Agreement, and adhere to all pet policies established by Management now or in the future.

Pet is a:

Name:

Breed:

Weight:

Color:

1. All pets must wear an identification tag at all times.
2. All pets must be licensed and inoculated in accordance with local law.
3. Pets out of doors must be on leash and under Pet Owner's supervision at all times. Pet Owner must walk the pet in designated pet areas only and must immediately dispose of waste in a sanitary manner. If Pet Owner does not dispose of waste, a \$25.00 fee per incident will be charged to Pet Owner. The clubhouse, swimming pool areas, tennis courts, fitness room, and laundry areas are off limits to pets at all times.
4. Pet may not be tied up or left unattended on patios, balconies or any other areas outside of the Apartment.
5. Pet may not disturb other residents or damage or destroy our property. Pet Owner agrees to be financially responsible for repairing or replacing any damage caused by pet. If needed, the cost of carpet and/or vinyl replacement will be charged to Pet Owner. If a pet is disturbing other residents or pets or if pet damages property, Pet Owner will permanently remove pet from Apartment Community within 10 days upon request of Management. Extreme circumstances can dictate removal of pet within 24 hours.
6. Pet Owner agrees to assume full responsibility, financial and otherwise, for any injury caused by his/her pet to any person.
7. Pet may not exceed 25 pounds in weight at full maturity, unless otherwise agreed to in writing by Management. Consult Management for other restrictions.
8. 1 pet per resident with a maximum 2 pets (either cat or dog) will be allowed per Apartment. Cats must be de-clawed and, if male, neutered.
9. Periodic apartment inspections will be made to determine the condition of Pet Owner's Apartment, with regards to your pet.
10. In the event that pet moves from the Apartment Community or becomes deceased, Pet Owner may not replace pet without consent from Management.
11. This Pet Agreement pertains only to the pet listed on this Pet Agreement, as approved by Management.
12. This Pet Agreement is valid only during the current Lease Term and can be discontinued at the Ending Date of the Lease if deemed necessary or desirable by Management.
13. Pet Owner agrees and understands that a \$550.00 pet fee is due upon signing this Pet Agreement. This pet fee does not cover damages, will not be applied toward any damages, and is non-refundable.
14. A refundable Pet Deposit of \$0.00 will be submitted by Pet Owner to Management. The Pet Deposit will be refunded after Pet Owner moves out or after the Ending Date of the Lease Term (whichever is later), if no damages to Pet Owner's apartment or the Apartment Community are assessed to the Pet Owner.
15. An additional Monthly Pet Rent in the amount of \$0.00 will be assessed and paid by Pet Owner with Rent subject to the terms of Section 1 of the Lease. Pet Rent may be adjusted at the beginning of every Lease Term. Failure to pay Pet Rent timely is a default under the Lease.

Resident Initials: \_\_\_\_\_



16. Pet Owner's payment of the pet charges, the Pet Deposit and the Monthly Pet Rent shall not act to limit Pet Owner's liability under this Addendum.

\_\_\_\_\_  
Management, as Agent for Landlord      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

Sample

Resident Initials: \_\_\_\_\_





**INFESTATION ADDENDUM**

Apartment Community: **Campus Hill - Syracuse**

Resident: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PEST INFESTATION. Whether or not you experience a pest infestation in the Premises depends largely on you maintaining the Premises in a neat, clean and sanitary condition, and immediately informing us of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, you must promptly notify Landlord and Management of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand clothing, mattresses, linens and bedding items, luggage and furnishings in the Apartment, and to always maintain the Apartment in a clean and sanitary condition, so as to greatly avoid the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:

- a. Timely Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Management orally and in writing any pest infestation you discover, identifying the location of such infestation within the Apartment or Apartment Community. You must follow all directions from us or our agents to clean and treat the apartment and building that infested. Follow-up treatments or inspections may be necessary.
- b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the Apartment, including without limitation the closets, in a clean and orderly state at all times.
- c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
- d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Apartment, if we ask you to do so.
- e. Immediate and Continuous Access may be required to address a pest infestation, and you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
- f. Remediation methods will be determined by us, in our sole discretion, and you authorize us to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
- g. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the Apartment Community. You may have to be relocated to another apartment, to another comparable facility, or to temporary reasonable housing.
- h. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not you continually occupy the Apartment, you cannot stop payment of or reduce Rent.

Resident Initials: \_\_\_\_\_



We will not be responsible for any injuries or damages to you or any other person that result from a pest infestation, and you agree for yourself and all other parties to release and indemnify us in accordance with Section 15 of this Lease. In addition, you understand and acknowledge that you are responsible for reimbursing us for all remediation cost and expense resulting from your failure to comply with this Infestation Addendum.

\_\_\_\_\_  
Management, as Agent for Landlord      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

Sample

Resident Initials: \_\_\_\_\_





**Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards**

Apartment Community: Campus Hill - Syracuse

Resident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

**Disclosure**

Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

Known lead-based paint and/or lead-based hazards are present in the housing (explain).  
\_\_\_\_\_

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Landlord (check one of the following):

Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

**Resident's Acknowledgment (initial)**

\_\_\_\_\_ Resident has received copies of all information listed above.

\_\_\_\_\_ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Management's Acknowledgment (initial)**

\_\_\_\_\_ Management has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the requirements of 24 C.F.R. Part 35, subpart A.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Management, as Agent for Landlord      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

Resident Initials: \_\_\_\_\_





**NEW YORK ADDENDUM**

(Revised 02/04/2015)

Apartment Community: **Campus Hill - Syracuse**

Resident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is an addendum to the Lease and controls in the event of a conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

1. MEGAN’S LAW DISCLAIMER. The New York State Division of Criminal Justice Services maintains a public sex offender Internet registry of Level 2 and Level 3 offenders at <http://criminaljustice.state.ny.us/nsor>. The information provided on this site, as well as information regarding Level 1 offenders, may also be obtained by calling toll free (800) 262-3257. By signing this addendum, you acknowledge that you have completed, or otherwise waive the right to complete, any such inquiry or investigation that you deem necessary regarding information available or otherwise made available to the public under Megan's Law (New York Sex Offender Registration Act). By the acceptance of this Lease, you release us and Management of any obligation or responsibility, if any under applicable law, to obtain or to disclose such information to you.

2. NEW YORK LANDLORD AND TENANT LAWS. In addition to your rights and obligations under the Lease, you may have additional rights and obligations under Article 7 of the New York Real Property Law, which laws may be accessed on the Internet at <http://public.leginfo.state.ny.us>. You hereby agree with us that to the extent any provision of the Lease is inconsistent with the laws of the State of New York, the inconsistent Lease provision will be deemed modified to the minimum extent necessary to comply with such law(s).

3. SECURITY DEPOSIT. In accordance with New York General Obligations Law, interest earned on the Security Deposit will accrue for your benefit. Subject to our right to collect from the accrued interest an administrative expense equal to 1% of the Security Deposit, the balance of any interest paid on the Security Deposit will, in our discretion, be (i) held in trust for you until the Security Deposit is repaid to you or applied for the repair, use or rental of the premises, or (ii) annually paid to you. In the event we sell or transfer ownership of the Apartment Community, we will transfer the Security Deposit to the new owner and provide written notice of the transfer, including the name and address of the new owner, to you by registered or certified mail within five (5) days of the date of transfer. Following such notice, we will have no further liability to you for the return of all or any portion of the Security Deposit.

**Your security deposit is being held at:**

**Bank:** Capital One  
**Address:** 50 Lafayette Ave Suffern, NY

4. ACCEPTANCE OF THE PREMISES, THE APARTMENT, AND THE APARTMENT COMMUNITY.

YOU ACCEPT THE PREMISES, INCLUDING ALL FIXTURES, APPLIANCES AND FURNITURE, IN THEIR CURRENT "AS IS" CONDITION, AND AGREE TO KEEP THEM IN THAT CONDITION THROUGHOUT THE LEASE TERM. YOU ARE FULLY RESPONSIBLE FOR THE CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL FIXTURES, APPLIANCES, AND FURNITURE, THROUGHOUT THE LEASE TERM TO THE FULLEST EXTENT PERMITTED BY LAW. IN ADDITION, YOU WAIVE, TO THE FULLEST EXTENT PERMITTED BY NEW YORK REAL PROPERTY LAW SECTION 235-B OR ANY OTHER PROVISION OF LAW, ALL REPRESENTATIONS AND WARRANTIES ON OUR PART, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES THAT THE PREMISES OR ANY OF ITS FIXTURES, APPLIANCES, OR FURNITURE ARE FREE FROM DEFECTS OR DEFICIENCIES, WHETHER HIDDEN OR APPARENT, OR ARE SUITABLE FOR YOUR USE,.

Resident Initials: \_\_\_\_\_







5. LIABILITY.

YOU, FOR YOURSELF AND ALL OTHER OCCUPANTS, RELEASE US FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND/OR DAMAGES FOR (i) LOSS OR THEFT OF YOUR AND ANY OTHER PARTY'S PERSONAL PROPERTY, (ii) ACCIDENTS OR INJURIES TO YOU, OR ANY OTHER PARTY, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY, AND/OR (iii) MOLD, MILDEW OR OTHER POTENTIALLY HEALTH AFFECTING SUBSTANCES OR CONDITIONS IN THE APARTMENT, EVEN IF CAUSED IN WHOLE OR IN PART BY US, TO THE MAXIMUM EXTENT PERMITTED BY NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-321.

\_\_\_\_\_  
Management, as Agent for Landlord      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

Resident Initials: \_\_\_\_\_





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## CAMPUS HILL - SYRACUSE ADDENDUM

Apartment Community: Campus Hill - Syracuse

Resident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In lieu of providing a guarantor in accordance with my lease agreement, I may pay a fee of \$750. In the event that no guarantor is provided within fourteen (14) days after signing of the Lease, Resident authorizes their account to be charged \$750.

\_\_\_\_\_  
Management, as Agent for Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

Resident Initials: \_\_\_\_\_





**PAYMENT PLAN DISCOUNT ADDENDUM**

**Payment Plan Schedule (June Cycle)**

Apartment Community: Campus Hill - Syracuse

Unit: \_\_\_\_\_

Resident: \_\_\_\_\_

We offer flexible payment options allowing you to prepay your rent by the semester, the quarter, or to spread your payments out over the entire lease. Please select the payment option below that is most convenient for you, by initialing your selection. The schedule you select here will supersede the payment schedule in your lease.

	<b>Rent Installment Amount</b>	<b>Furniture Add-on per Installment</b>	<b>Total Installment w/furniture</b>	
<input type="checkbox"/>	<b>Semester Plan (2)</b>			
Per Bedroom	\$ _____			2 Installments + \$0 fee Due on: June 1, 2017 & December 1, 2017
Installment Amount w/ Fees	\$ _____	\$ _____	\$ _____	
<input type="checkbox"/>	<b>Quarterly Plan (4)</b>			
Per Bedroom	\$ _____			4 Installments + \$15 per installment fee Due on: June 1, 2017 & September 1, 2017 & December 1, 2017 & March 1, 2018
Installment Amount w/ Fees	\$ _____	\$ _____	\$ _____	
<input type="checkbox"/>	<b>12 Installment Plan (12)</b>			
Per Bedroom	\$ _____			12 Installments + \$25 per installment fee 1st of each month starting June 1, 2017 through May 1, 2018
Installment Amount w/ Fees	\$ _____	\$ _____	\$ _____	

You and your roommates have agree to divide all charges equally for billing purposes. The total rent burden of each resident (for billing purposes only) is determined by taking the combined total of base rent, fees, and any other additional charges divided equally by the number of residents on the lease. I understand that all tenants including myself are jointly and severally liable for the terms of the lease, and making separate payments in no way diminishes that severability.

Resident Initials: \_\_\_\_\_





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By signing below, I certify that I agree to pay the rent and fees due by the dates listed above. I understand that late fees as explained in my lease will apply if I or my roommates do not make any of the above installment payments in full by the due date, and will be assessed on a monthly basis.

Full Lease Rent Amount     \$ \_\_\_\_\_  
Number of Roommates         \_\_\_\_\_  
Per Person Furniture Add on     \$ \_\_\_\_\_

Please initial your selection:

\_\_\_\_\_ Unfurnished  
\_\_\_\_\_ Furnished

\_\_\_\_\_  
Management, as Agent for Landlord     Date

\_\_\_\_\_  
Resident     Date

\_\_\_\_\_  
Resident     Date

\_\_\_\_\_  
Resident     Date

\_\_\_\_\_  
Resident     Date

\_\_\_\_\_  
Resident     Date

Resident Initials: \_\_\_\_\_

