

## LEASE CONTRACT

This Lease Contract (this "Lease") is made and entered into on the Lease Date identified on the Housing Contract Confirmation (the "Confirmation") attached to this Lease and which shall become a part of this Lease. This Lease is by and between Camden Property Trust d/b/a Camden Miramar, Corpus Christi, Texas (the "Owner") and "Resident" identified in the Confirmation, which person shall be a student, member of the administration, faculty, or staff, employee, or guest of, Texas A & M University – Corpus Christi, and shall be the person residing in the Premises identified in the Confirmation. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. UNIT AND PREMISES. Owner hereby leases to Resident and Resident hereby leases from Owner certain space consisting of one bed space (identified as "A", "B", "C" or "D" on the Confirmation) and common areas (collectively referred to as the "Premises") in Unit (specific unit is populated in this space) (The "Unit"), which shall consist of the Premises and other beds to be occupied by other residents that have signed a Lease Contract with Owner to occupy portions of the Unit (such persons shall be referred to singularly as "Roommate" and collectively as the "Roommates") at the Camden Miramar located at 6515 Ocean Drive, Corpus Christi, Texas 78412. Notwithstanding Resident's inability to take possession of the Unit, Resident will remain responsible for all rents and other obligations under this Lease from the beginning date of this Lease. No persons other than the Roommates and Resident shall have the right to occupy any portions of the Unit and the Unit shall only be used for residential purposes. Resident acknowledges that Owner is not responsible or liable for any claims, damages or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

2. LEASE TERM. The term of this Lease shall commence on the Lease Start Date identified in the Confirmation and end at midnight on the Lease End Date identified in the Confirmation. Unless another lease is executed by Owner, Resident shall vacate the Premises and the Unit and leave the Premises and the Unit in a clean and rentable condition at the end of this Lease without further notice being required to be given from Owner. If Resident holds over beyond the end of the lease term (or beyond a different move-out date agreed to by the parties in writing), rent for the holdover period shall be increased by 25% of the then existing rental and Resident shall be deemed to be a tenant at sufferance. Holdover rents shall be due in advance on a daily basis without notice or demand. Resident shall be deemed to be holding over if the key to the Unit is not turned in to Owner at the end of this Lease.

3. RENT AND OTHER CHARGES. Resident will pay the total rent amount for the Lease term in equal installments in the amount (specific rent populated in this space). Each Rent installment is due on or before the first day of each month during the term of this Lease without demand, grace period, offset or

deduction. All rent and other sums due shall be paid by cashier's check, personal check, money order, ACH draft or SandDollar\$. Cash and credit cards will not be accepted. The due dates for Resident's payment of rent (the "Due Date") shall be as identified in the Confirmation. All forms of payment shall be made payable to "Camden Miramar", and shall always include the Resident's name and the Unit number. If Resident does not pay all Rent on or before the third day of the month, in addition to being in default of this Lease and subject to the rights and remedies of Owner for such default, Resident shall pay an initial late charge of \$35.00 plus a daily late charge of \$5.00 for each day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's Rent. Resident hereby acknowledges that: (i) the late fees will be charged to Resident in the event Resident fails to pay Rent timely pursuant to this Lease; and (ii) the late fee is a reasonable estimate of uncertain damages to the Owner that are incapable of precise calculation and result from late payment of Rent. All payments (including Rent, late fees, NSF fees, eviction fees, and other charges) made after the third of a month must be in the form of a money order, cashier's check or SandDollar\$. Resident shall pay a charge of \$25.00 NSF fee for each returned payment, plus applicable initial and daily late charges until Owner receives acceptable payment. After two NSF payments, all future payments are required to be made in the form of a money order, cashier's check or SandDollar\$ for the remainder of the term of this Lease. Unless otherwise approved by Owner in writing, partial payment of Rent is not acceptable at any time; all payments must be made in full to include all amounts due. Payments made to the office will not be held at the request of anyone; all payments made to the office will be directly deposited. At Owner's option and without notice, monies received (other than sale proceeds under paragraph 15 or unless restricted by law) may at any time be applied first to non-rent obligations of Resident, then to rent, regardless of notations on checks or money orders and regardless of when the obligations arose. Unless otherwise provided by applicable law, Resident's obligation to pay Rent and other charges is an independent covenant and not conditional upon the performance by Owner of Owner's responsibilities under this Lease.

4. SECURITY DEPOSIT. The security deposit shall not be considered an advance payment of rent. Resident agrees to deposit the amount identified on the Confirmation with Owner as security for the performance of this Lease by Resident. Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit or to furniture, furnishings, equipment or appliances, if any, in the Unit, Resident agrees, after notice, to deposit such additional amount as may be required to restore the Security Deposit to the original amount. In addition to any other charges, in the event that Resident vacates the Unit in violation of this Lease, Owner may deduct from the Security Deposit the reasonable costs incurred by the Owner to rekey a security device as required by law. In the event that Resident temporarily vacates the Premises (during the summer period or for a semester), to the extent that the Security Deposit has not previously been applied by Owner to any amounts due and owing under this Lease by Resident, Owner shall have the right to retain the Security Deposit for Resident's continued occupancy of the Premises after Resident returns.

5. RELEASE OF RESIDENT.

A. **MILITARY RELEASE:** If Resident enters military service during the term of this Lease or Resident, while in military service, executes this Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Resident shall be entitled to terminate this Lease in accordance with the Service members Civil Relief Act (the "SCRA"). A qualifying resident under the SCRA must deliver to Owner written notice of such termination and a copy of the service member's military orders. Oral notice is not sufficient. Any termination under this provision shall become effective the last day of the month following the month in which written notice of termination is given by Resident.

B. **RELEASE FOR OTHER REASONS:** Resident may have special statutory rights to terminate this Lease early in certain situations involving family violence, sexual assault, sexual abuse or a military deployment or transfer. Otherwise, unless required by applicable law, Resident will not be released from this Lease on grounds of voluntary or involuntary housing eviction request via the TAMU-CC student conduct process, school withdrawal or transfer, marriage, divorce, separation, loss of co-residents, or any other reason.

#### 6. CANCELLATION OPTION.

A. **CANCELLATION OPTION PRIOR TO LEASE START DATE:** In the event that Resident fails to pay the first installment payment when due and has not yet taken occupancy of the Unit, Resident shall be in default of this Lease and the Owner shall have the right, in the Owner's discretion, to terminate Resident's right to possession of the Unit. In the event Owner elects to terminate Resident's right to possession, Resident shall: (i) forfeit all previously paid fees; (ii) Resident no longer has any right to occupy the Unit; and (iii) shall immediately pay liquidated damages to the Owner in the amount of \$500. Resident acknowledges that the Owner's damages as a result of Resident's default are uncertain and difficult to ascertain and that the liquidated damage amount is a reasonable estimate of these uncertain damages. Resident further acknowledges that any deposit paid by Resident shall be applied to any amounts Resident owes under this Lease as of the termination of this Lease including the liquidated damage provided above.

In the event that Resident desires to terminate this Lease before the Lease Start Date Resident shall have the right to do so as long as: (i) Resident has not yet taken occupancy of the Unit (including moving any items into the Unit); (ii) Resident provides written notice to Owner of Resident's desire to terminate this Lease prior to the Lease Start Date; and (iii) prior to the Lease Start Date, Resident signs a Cancellation of Lease Contract, provided, however, the "Cancellation Payment" with respect to the Resident's termination of this Lease pursuant to this provision shall be \$500, which shall be paid contemporaneous with the execution of the Cancellation Agreement referenced in this section.

B. **CANCELLATION OPTION AFTER LEASE START DATE.** As long as Resident is not in default of this Lease either at the time Resident desires to cancel this Lease or when this Lease will be terminated, Resident shall have the option of canceling this Lease by complying with all of the following procedures:

- i. At least 30 days prior to the date Resident desires to terminate this Lease, Resident shall provide written notice to Owner, stating Resident's desire to exercise Resident's cancellation option and the date of proposed termination (the "Termination Date");
- ii. Prior to the Termination Date, Resident will sign a Cancellation of Lease Contract (the "Cancellation Agreement") on Owner's form and which will identify the Cancellation Payment identified below (Resident acknowledges that it is Resident's responsibility to review the Cancellation Agreement prior to signing it);
- iii. With the executed Cancellation Agreement, Resident shall deliver to Owner a payment, by cashier's check or money order (which shall be a paper money order or, if available, an electronic money order), which shall be the sum of: (i) Rent due under this Lease through the Termination Date; (ii) a cancellation fee equal to two installment payments identified on the Confirmation; and (iii) repayment of concession fees or rental concessions, if any (free or reduced Rent provided at the commencement of or during this Lease) (items (ii) and (iii) above shall be collectively referred to as the "Cancellation Payment"); and
- iv. Resident shall vacate the Unit on or before the Termination Date.

Resident acknowledges that: (i) without signing the Cancellation Agreement, Resident will have no right to cancel the Lease prior to its expiration; (ii) the Cancellation Payment does not cover any damages to the Unit, which will remain the responsibility of Resident pursuant to this Lease; (iii) the Cancellation Payment is a buy-out fee which contemplates the various risks of the parties with respect to the early termination of this Lease; (iv) Resident will not be reimbursed any portion of installments paid for periods prior to the Termination Date; (v) this cancellation option may be exercised by Resident, in Resident's sole discretion; and (vi) if Resident vacates the Unit prior to the expiration of this Lease without completing all steps required above with respect to Resident exercising Resident's cancellation option, Owner shall have the right to declare Resident in default and be entitled to collect from Resident all appropriate damages as authorized by this Lease and applicable law. Notwithstanding the foregoing, in the event that Resident is in default of this Lease after Resident has executed the Cancellation Agreement, Owner shall have the right, but not the obligation, to declare the Cancellation Agreement null and void and retain the Cancellation Payment as an additional Security Deposit, subject to the terms of this Lease and applicable law.

**7. OWNER'S RIGHT TO TERMINATE LEASE:** Unless otherwise provided by applicable law, the Owner may terminate this Lease by giving no less than twenty-four (24) hours' notice to Resident if the Unit or the Community in general is rendered uninhabitable due to: (i) fire or catastrophic damage; (ii) environmental issues; (iii) a condemnation taking; or (iv) any causes beyond the control of the Owner. Unless otherwise provided by applicable law, the Owner may terminate this Lease by giving no less than thirty (30) days' notice to Resident if the Unit or the Community in general is undergoing, or about to undergo, repairs or rehabilitation (not caused by fire, catastrophic damage, environmental issues, condemnation taking or causes beyond the control of the Owner) which will render the Unit or the Community in general uninhabitable, as determined by Owner in its sole opinion.

8. KEYS. Resident may not duplicate key or give their key to anyone else without Owner's written consent. Resident may not change locks on any entry door. Resident shall pay a \$35.00 lock out fee anytime Owner or Owner's representative is asked to let Resident into the Unit. Resident understands that Owner has no obligation to be available to let Resident in after office hours; however, if Owner does, Resident shall pay the lock out fee. Resident shall pay a \$50.00 lock change fee anytime Owner or Owner's representative is asked to change a lock or replace a key. Resident shall pay a refundable \$25.00 temporary key fee anytime Owner or Owner's representative issues Resident a temporary key to the Unit. The fee will be refunded if the temporary key is returned to Owner within 30 days of issue.

9. ROOMMATE OCCUPANCY. Resident acknowledges that the Owner has the right to assign a Roommate to the Unit at any time for any reason. If any Roommate fails to pay any sum due or otherwise violates the Lease, Owner may evict such Roommate and assign a replacement Roommate at any time to the Unit or reassign Resident to another Unit at Camden Miramar. If Resident prefers not to be reassigned, Resident may elect to stay in the Unit, if space is available, and thereafter be liable for the rent owed by such defaulting or departing Roommate. Assignment, replacement or change of any Roommate will be allowed only upon Owner's prior written consent. Subletting or advertising the Unit or any portion thereof for subletting (including any advertisement placed on social media) is not allowed. Resident will provide a welcoming environment to assignees, replacement residents or changed residents, including but not limited to, providing equal access to common area storage spaces and maintaining clean common areas. In addition to reserving other remedies as a result of Resident's default, Owner reserves the right to relocate Resident at his or her own expense and charge full rent for a Unit in the event Resident fails to provide a welcoming environment, in Owner's opinion.

10. GUESTS. Resident may have a maximum of 2 overnight guests for a maximum of 2 consecutive nights, not to exceed 4 nights in any month. Provided, however, Resident acknowledges that any Roommate can request that no guests shall be allowed at any time, for any reason; in which case, Resident shall not have any guests. Additionally, all guests must be accompanied by their host at all times while visiting. Resident shall not occupy or allow guests to occupy or temporarily use adjoining vacant Units and will be liable for all rent and other lease obligations if in violation. Additionally, Resident is liable to Owner for damages caused by Resident's guests.

11. UTILITIES. Rent payments include the following utilities: electricity, gas, water, sewage, trash, internet, basic cable, and mailbox rental paid to the university. Owner may change or install utility lines or equipment serving the Unit if such work is done in a reasonable manner and does not increase Resident's utility costs. Utilities shall be used only for normal household purposes and not

wasted. Resident acknowledges that he/she shall not be entitled to compensation in any manner for interruptions of utility services resulting from scheduled or unforeseen interruptions.

12. CONDITIONS OF THE PREMISES AND ALTERATIONS. Resident accepts the Unit, fixtures and furnishings, as is, except for conditions materially affecting health or safety of ordinary persons. Owner makes no implied warranties. Resident will complete a Move In Inventory & Condition Form within forty-eight (48) hours after move-in. Resident shall note any defects, damages or unsanitary conditions (including signs of pests) on the form; otherwise, everything will be deemed to be in clean, safe and good working condition. Resident shall use reasonable diligence in care of the Unit and common areas. Resident may not perform any repairs, wallpapering, carpeting, electrical changes, or other alterations to Owner's property except as authorized by Owner in writing or by statute. A reasonable number of small holes for picture hanging will be permitted in sheetrock walls. Alternative picture hanging methods may be required by Owner's rules. No water furniture, antenna installations, additional phone or TV cable outlets, or lock changes (including rekeying or additions of locks) will be permitted except by Owner's prior written consent. Do not use commodes, drains, or other plumbing fixtures for any purposes other than those for which they are intended. Foreign objects, materials or substances are not to be disposed of in commodes. Do not empty ashtrays, grease, string, metal objects or any non-food items into garbage disposals. Resident will not remove Owner's property. Upon commencement of this Lease, Owner shall furnish light bulbs of prescribed wattage for lighting by Owner; thereafter, light bulbs will be replaced at Resident's expense. When moving out, Resident will surrender the Unit in the same condition as when received, reasonable wear accepted. Reasonable wear means wear occurring without neglect, carelessness, accident or abuse.

13. LIABILITY. Owner will not be liable to any Resident or guest for personal injury or damage or loss of personal property from hurricane, fire, flood, water leaks, rain, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless caused by Owner's negligence. Owner will not be liable to any Resident or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism, or other crimes. Resident agrees to use pool, and any other amenity at Camden Miramar at his/her own risk and hereby releases Owner from all claims for any damage or injury to the full extent permitted by law. Residents are strongly urged to secure their own insurance to protect against all of the above. Owner will furnish smoke alarms, locks, and latches as required by statute. Except as required by statute, Owner will not furnish additional smoke alarms, extra locks and latches, security guards or patrols, security lighting, security gates or fences, or other forms of security. Resident agrees to exercise due care for the safety and security of Resident and all persons in Resident's Unit, especially in the use of deadbolts and night latches. Resident acknowledges that any security measures provided should not and will not be treated by Resident as a guarantee against crime. Resident is hereby notified that Resident, Roommates or their guests or occupants shall not disable, disconnect or intentionally damage a smoke alarm or remove batteries from smoke alarms without immediately replacing it with a working battery and Resident may be subject to

damages, civil penalties and attorneys' fees under Section 92.2611 of the Texas Property Code for not complying within this provision. Owner will test smoke alarms and provide working batteries at lease commencement; thereafter, Owner shall have the right to charge Resident for the replacement of batteries. If Owner's employees are requested to render services not contemplated in this Lease, Resident will hold Owner harmless from all liability regarding same. Owner has no duty to remove ice, sleet, or snow, but Owner may do so in whole or in part, with or without notice. All Resident's requests or notices regarding security devices must be in writing. Resident shall be required to pay for repair or replacement of a security device if the repair or replacement is necessitated by Resident's misuse or damage or the misuse or damage of a Roommate or the family members, occupants, or guests of Resident or Roommate, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law. Resident acknowledges that: (1) Owner at Owner's expense is required to equip the Unit, when Resident takes possession, with the security devices described in Subchapter D of Chapter 92 of the Texas Property Code; (2) a doorknob lock or keyed dead bolt is not required to be installed at the Owner's expense if the exterior doors meet the requirements of Sections 92.153(g) and 92.154(d) of the Texas Property Code; (3) the Owner is not required to install a keyless bolting device at the Owner's expense if the Owner's expressly required or permitted to periodically check on the well-being or health of the Resident as provided by Section 92.153(e)(3) of the Texas Property Code; and (4) Resident has the right to install or rekey a security device required by the Texas Property Code and deduct the reasonable cost from Resident's next rent payment, as provided by Sections 92.164(a)(1) and 92.166 of the Texas Property Code.

14. REPAIRS AND MALFUNCTIONS. All requests for repairs and services must be in writing to Owners designated representative or submitted online at [www.CamdenMiramar.com](http://www.CamdenMiramar.com). Provided, however, to the extent feasible, Owner will attempt to address routine maintenance requests submitted during regular office hours to the office in person or at 361.825.5000 or requests made through the property's online service request system. If Resident has maintenance emergency after regular office hours, Resident agrees to contact University Police Department at 361.825.4242 to have on-call maintenance personnel contacted. Owner may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Resident shall notify Owner's representative immediately. Resident shall be liable for initial damages and subsequent damages that occur as a result of failure to report items in disrepair. In case of malfunction of air conditioning or other equipment, Resident shall notify Owner's representative as soon as possible, but no later than the next business day. Resident shall promptly notify Owner in writing of water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which materially affects health or safety. Owner shall act with diligence in making repairs and reconnections, and rent shall not abate during such periods. If fire or catastrophic damages are substantial in the Owner's reasonable judgment, Owner may terminate this Lease within a reasonable time by giving written notice to Resident. If this Lease is so terminated, Owner shall refund prorated rent and all deposit(s) less lawful deductions.

15. REIMBURSEMENT. In the event that any damage or loss to Owner is caused by Resident, occupants of the Unit or their respective guests or invitees (including contractors), Resident shall be liable for such damage or loss and shall immediately reimburse Owner for such damage or loss. Unless caused by the Owner's negligence, the Owner is not liable for and Resident must pay for repairs, replacement costs and damage to the following if occurring during the term of this Lease (including any month-to-month renewal): (i) damage to doors, windows or screens; (ii) damage from windows or doors left open; and (iii) damage from wastewater stoppages caused by improper objects in lines exclusively serving the Unit. Resident acknowledges that the repairs, replacement costs and damages for which Resident will be responsible include damages caused by Resident, Resident's household members, pets, guests or agents. At Owner's discretion, Resident shall pay for such repairs in advance; any delay or postponement in demanding payment for such sums shall not waive Owner's right to demand such payment.

16. PETS AND ASSISTANCE ANIMALS. Except for assistance animals, no pets are allowed (even temporarily) anywhere in the Unit or community without Owner's prior written authorization. Breed, size, weight and number limitations and fee and deposit requirements do not apply to qualified assistance animals. Feeding stray or unauthorized pets is prohibited. Owner will consider pet food, food bowls, pet beds or accessories present in the Unit as evidence that unauthorized pets are being fed or are present. Pet prohibitions apply to all mammals, reptiles, amphibians, birds, and insects. However, a fish tank, up to 15 gallons per Unit, will be allowed. Only fish are permitted. Violation of the above by Resident or Resident's guests with or without Resident's knowledge or permission, will subject Resident for the fees, charges, damages, eviction, and other remedies of this Lease. If the Resident violates the pet restrictions, the Resident will pay an initial charge of \$50.00 per pet and a daily charge of \$5.00 per pet (total charges not to exceed \$100.00 per-pet, per-occurrence) from the date the pet was brought into the Unit until it is removed. If not removed by Resident within 10 days from the date that the pet was brought into the Unit, Owner may remove an unauthorized pet and turn the pet over to a humane society or local authority.

17. ENTRY: Subject to any requirements provided by applicable law, Owner (and any agent or vendor authorized by Owner) shall have the right to enter the Unit (as well as any storage unit leased by Resident) for any reasonable business purpose which includes, but is not necessarily limited to, making repairs or replacements, doing preventative maintenance, leaving notices, conducting health or safety inspections, inspecting the Unit, allowing entry by law enforcement officers, showing the Unit to prospective residents and showing the Unit to lenders, appraisers, contractors, insurance agents or other vendors of the Owner.



18. DEFAULT BY OWNER. Owner agrees to abide by applicable law regarding repairs and performance under this Lease. ALL REQUESTS FOR REPAIRS MUST BE IN WRITING. Unless exercising a right specifically granted by applicable law, Resident shall not be entitled to any abatement of Rent for any inconvenience or annoyance in connection with Owner's repairs or maintenance and may not withhold Rent under any circumstances, regardless of any alleged failure by Owner to repair or maintain, unless otherwise provided by applicable law. Resident acknowledges that Resident is entitled to pursue certain remedies available under Subchapter B of Chapter 92 of the Texas Property Code including Resident's right to: (i) terminate the Lease according to Section 92.056; (ii) have certain conditions repaired or remedied according to Section 92.0561; (iii) deduct from the Resident's Rent, without necessity of judicial action, the cost of the repair or remedy according to Section 92.0561; and (iv) obtain judicial remedies according to Section 92.0563.

19. DEFAULT BY RESIDENT. Resident shall be in default of this Lease if: (i) Resident is not a student, member of the administration, faculty or staff of, employee, or guest of, Texas A&M University-Corpus Christi; (ii) Resident fails to pay any rent payment or installment or other amounts owed by Resident under this Lease; (iii) Resident or Resident's guests violate this Lease, Community Policies, rules and/or policies of Texas A&M University - Corpus Christi, or fire prevention, health or criminal laws; (iv) Resident is arrested for any sex-related offense or an offense relating to the actual or physical harm to another person or for possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substance Act or if same are found in the Unit; or (v) Resident fails to move into the Unit within 2 calendar days from the Lease Start Date identified in the Confirmation without prior written approval from Owner; or (vi) without Owner's written consent: (a) Resident moves out, removes property in contemplation of moving out, or gives verbal or written notice (in person or by co-resident) of intent to move out prior to the end of the lease term or renewal period; and (b) rent for the entire lease term and renewal period have not been paid in full. If Resident is in default, Owner may (with or without demand for performance) terminate Resident's right of occupancy by giving Resident one day's written notice to vacate. Termination of possession rights by Owner shall not release Resident from liability for damages, the reletting fee identified below or future rent. After Owner gives notice to vacate or after Owner files eviction suit, Owner may still accept rent or other sums due; and such notice, filing, or acceptance will not waive or diminish Owner's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Owner's right of property damages, past or future rent, or other sums due. If any of Resident's rent payment or installment is delinquent, Resident acknowledges Owner's right to change the door locks or restrict access of the door to the bedroom which is part of the Premises or terminate utilities furnished and paid for by Owner, or both, pursuant to applicable statute. Owner may report unpaid rent or unpaid damages to local credit agencies for recordation in Resident's credit record. To the extent allowed by applicable law, Owner may request the assistance of Texas A&M University-Corpus Christi in collecting rent or other sums due, including exercising administrative actions as appropriate. Camden Miramar reserves the right to request that TAMU-CC place a transcript and registration hold on the Resident's academic record, which will prevent the Resident from registering for classes and obtaining an official TAMU-CC

academic transcript, until such time that all balances owed to Camden Miramar are paid in full. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a reletting fee equal to two installment payments to offset the costs of reletting the Premises; (ii) all rentals and other charges which are payable during the remainder of the term of this Lease, if any (iii) the payment of rental concessions, if any (free or reduced rent provided at the commencement of or during this Lease); and (iv) any other sums that may be due pursuant to this Lease or applicable law; Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Premises. Such damages are uncertain and difficult to ascertain. If Resident abandons the Unit or is evicted, any subsequent rent received by Owner from reletting the Unit shall be credited against Resident's liability for future rent (and against any judgment for accelerated rent); however, Owner shall have no obligation to relet the Unit unless provided by statute.

20. CONTRACTUAL LIEN AND ABANDONMENT. ALL PERSONAL PROPERTY IN THE UNIT (EXCEPT PROPERTY STATUTORILY EXEMPT BY SECTION 54.042 OF THE TEXAS PROPERTY CODE) IS SUBJECTED TO A CONTRACTUAL LIEN TO SECURE PAYMENT OF DELINQUENT RENT. IN ORDER TO EXERCISE CONTRACTUAL LIEN RIGHTS, OWNER'S REPRESENTATIVES MAY PEACEFULLY ENTER THE UNIT (AND ANY STOREROOMS) AND REMOVE AND STORE ALL SUCH PROPERTY; PROVIDED, HOWEVER, WRITTEN NOTICE OF ENTRY MUST BE LEFT AFTERWARD IN THE UNIT IN A CONSPICUOUS PLACE, ALONG WITH A LIST OF ITEMS REMOVED. OWNER SHALL IMPOSE REASONABLE CHARGES AND BE ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING OR STORING SUCH ABANDONED OR SEIZED PROPERTY, AND MAY SELL SAME AT PUBLIC OR PRIVATE SALE (SUBJECT TO ANY RECORDED CHATTEL MORTGAGE) AFTER 10 DAYS WRITTEN NOTICE OF TIME AND PLACE OF SAME IS SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE RESIDENT AT THE ADDRESS OF THE UNIT OR AT ANY FORWARDING ADDRESS GIVEN BY RESIDENT TO OWNER IN WRITING. SALE SHALL BE TO THE HIGHEST CASH BIDDER; PROCEEDS OF THE SALE SHALL BE FIRST CREDITED TO COSTS OF THE SALE AND THEN TO THE INDEBTEDNESS; AND SURPLUS, IF ANY, SHALL BE MAILED TO RESIDENT AT THE ABOVE ADDRESS. RESIDENT MAY REDEEM THE PROPERTY AT ANY TIME BEFORE THE PROPERTY IS SOLD BY PAYING TO THE OWNER OR THE OWNER'S MANAGING AGENT ALL DELINQUENT RENTS AND ALL REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS. IT IS AGREED THAT, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, NONE OF THE ABOVE PROCEDURES SHALL NECESSITATE PRIOR COURT HEARING OR SUBJECT OWNER TO ANY LIABILITY.

21. CLEANING. The Unit and other areas reserved for Resident's private use including: windows, balcony, furniture, bathrooms and kitchen appliances shall be kept clean and sanitary by Resident at all times. If Resident fails to clean in accordance with the above, Resident shall be liable for reasonable charges to complete such cleaning. Once a year Owner may undertake repairs, replacements and painting of each Unit leased hereunder in the same manner and to the extent as other Units being made ready for lease

to new residents. If such cleaning is necessitated during the period of occupancy, the Resident agrees to be relocated, at owner's discretion, to a comparable unit while cleaning/repairs are exacted, without any additional compensatory claims. Following the move-out of any Resident assigned to a Unit, an inspection of the Premises will be conducted for the purpose of assessing any damages and/or unsanitary conditions. The cost associated with any items determined to be in need of repair/cleaning will be prorated among all Roommates assigned to the Unit at the time of the move-out. All trash must be disposed of in designated containers in a timely manner. Owner shall have the right to charge Resident a fee of \$25 per violation as liquidated damages for trash not properly disposed of.

22. DELAY OF OCCUPANCY. Resident acknowledges that Owner's ability to provide the Unit in a timely fashion will depend upon the availability of the Unit and that, even though the previous resident residing in the Unit may be scheduled to move out, such resident may not move out in a timely fashion. If actual commencement of occupancy of the Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner shall not be liable for damages by reason of such delay, but the Rent will be abated per diem, and pro-rata, during the period of delay. Such delay will not affect any of the other terms of this Lease. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND SUBJECT TO THE PROVISIONS OF THIS LEASE, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, IN THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

23. TRANSITION OCCUPANCY. In the event Resident signs a subsequent lease (the "Subsequent Lease") for another Unit (the "Subsequent Premises") to commence after the termination date of this Lease and the Subsequent Premises is not ready for Resident's occupancy following the expiration of this Lease, Resident shall continue to occupy the Premises pursuant to the terms of the Subsequent Lease until such time as the Subsequent Premises is ready for Resident's occupancy. If Resident occupies the Premises following the expiration of this Lease pursuant to this provision, Resident shall relocate to the Subsequent Premises within 24 hours after Owner provides notice to Resident that the Subsequent Premises is ready for Resident's occupancy. Resident shall comply with all obligations with respect to moving out of the Premises in accordance with the terms of this Lease. In the event the Resident decides to remain in the Premises between the Lease End Date and the beginning of the next term (referred to as the "Interim Period"), (i) Resident requests occupancy during the Interim Period on The Extension of Lease form; (ii) Resident pays a \$200.00 interim lease extension fee when Resident submits The Extension of Lease form; and (iii) Owner consents to Resident's continual occupancy of the Premises during the Interim Period.

24. MOLD. Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can

collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Unit including the Premises clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Premises and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Unit including the Premises through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain the Unit including the Premises in accordance with this provision.

25. **BED BUGS AND OTHER PESTS.** Resident acknowledges that: (i) it is Resident's obligation to inspect the Premises upon move in and identify any signs of pests or pest-related activity (including bed bug activity) on the Move In Inventory & Condition Form within 48 hours after move-in; (ii) bed bugs can be transported to the Premises through bedding, clothes, fabrics or other items moved by Resident into the Premises; and (iii) if bed bugs infest the Premises, treatment involves not only the Premises but also the surrounding areas and units. Resident represents that Resident has not had a previous issue with bedbugs or other pests and that no bed bugs or other pests will be transported into the Premises by Resident. In the event that a bed bug or other pest issue arises in the Premises, Resident shall be responsible for: (i) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (ii) thoroughly cleaning, off premises, all luggage, handbags, shoes and clothes hanging containers; and (iii) cooperating with the Owner's remediation efforts including disposing of mattresses, seat cushions or other upholstered furniture, if requested. Resident acknowledges that Resident shall be required to pay, upon demand, for any treatment to the Premises as well as the surrounding units. In the event that Resident's representations with respect to the bed bugs or other pests is untrue or Resident fails to comply with any terms of this Lease, Resident shall be deemed to be in default of this Lease; in which case, Owner shall be entitled to pursue any rights or remedies available under this Lease or applicable law including, but not limited to, terminating the Resident's right to possession of the Premises.

26. **EVACUATION:** In accordance with the Texas A&M University-Corpus Christi Hurricane Defense Plan, all students may be required to evacuate the campus upon notification by university authorities. In the event of an evacuation, the Resident shall not be entitled to any rent abatement, offset, depreciation, suspension or reduction. Reoccupation of the facilities following such an evacuation shall be permitted only upon the authorization of university authorities. Resident must evacuate the Unit and Premises if the University declares an evacuation.

27. PARKING. All vehicles, including those owned or operated by Resident or Resident's guests, must have a Texas A&M University - Corpus Christi parking permit. Guests must park in the designated guest parking area. Otherwise, there are no assigned parking spaces. Unauthorized, abandoned or illegally parked vehicles may be towed at the expense of the owner or operator in accordance with state statute. In addition to the other rights that Owner has to tow vehicles in the community pursuant to applicable law, Owner shall have the right to tow a vehicle that does not display an unexpired license plate or registration insignia by complying with applicable law including giving the owner or operator of the vehicle at least 10 days written notice that the vehicle will be towed from the Unit community at the vehicle owner's or operator's expense if it is not removed from the parking area. Owner may regulate the manner, time, and place of all parking. Owner may regulate, limit or prohibit from the community the following: motorcycles, bicycles, skateboards, recreational vehicles, boats, and trailers, vehicles which are inoperable due to flat tires or missing parts.

28. METHOD OF NOTICE. All notices for Owner must be in writing and either hand delivered, sent by certified mail, return receipt requested, telefax to 361.825.5001, electronically transmitted via Islander e-mail to [miramar@camdenliving.com](mailto:miramar@camdenliving.com) or mailed to 6515 Ocean Drive, Unit 5714, Corpus Christi, Texas 78412. Notice to Resident for any reason under this Lease shall be proper if given by: (i) first class mail, certified mail, return receipt requested, or overnight delivery to the Unit; or (ii) telefax to any fax number provided by Resident or Texas A & M University – Corpus Christi; or (iii) electronic mail to the e-mail address provided by Resident or by Texas A & M University – Corpus Christi, ; or (iv) delivery to the Unit by affixing the notice to the inside of the main entry door of the Unit or the Resident bedroom, as applicable and appropriate or (v) delivery to Resident at the address of the Unit or Resident's campus box number.

29. CREDIT INFORMATION. Resident acknowledges that Owner, in agreeing to lease the Unit to Resident, will rely on personal and financial information provided by Resident in a written application. In accordance with the Privacy Act, Freedom of Information Act, and the Fair Credit Reporting Act, Resident expressly authorizes any past or present employer, any law enforcement agency, Texas A&M University - Corpus Christi, or any person who has personal knowledge of Resident's character, criminal record, or financial condition, to release the information to Owner. Resident hereby releases all such persons from liability as a result of true and accurate information provided to Owner. Resident represents that all of the information provided in Resident's rental application is true and complete and authorizes the verification of same and the performance of a credit check on the Resident as appropriate by any means. Resident acknowledges that false information provided in a rental application may constitute grounds for termination of right of occupancy. Resident further acknowledges that an investigative consumer report including information as to character, general reputation, personal characteristics and mode of living, whichever are applicable, of the Resident may

be made and that any person on which an investigative consumer report will be made has the right to request a complete and accurate disclosure of the nature and scope of the investigation requested and also has the right to request a written summary of the persons rights under The Fair Credit Reporting Act. Resident hereby authorizes Owner or Owner's agents to obtain and also hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under this Lease or for any other permissible purpose.

30. CONDUCT OF RESIDENTS AND GUESTS. Resident and Resident's guests shall comply with Community Policies and all additional rules and policies of Texas A&M University - Corpus Christi, all of which shall be considered part of this Lease. Owner may make reasonable changes to its Community Policies, which changes are effective immediately upon delivery to resident. Resident agrees that Resident or Resident's guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the community; (iii) disturb or disrupt the business operations of the community; (iv) engage in or threaten violence; or (v) bring or store hazardous materials in the Unit and Premises or at the property. Resident and all guests shall maintain order in the building and grounds. Owner has the right to determine what constitutes disorder, or interference with the rights and comforts of other residents, including roommates. In the event that Owner determines that Resident has interfered with the rights or comforts of other residents including roommates of Resident, Owner shall have the right, but shall not be obligated to, in addition to any other rights Owner has as a result of Resident's default, to relocate Resident to another Unit in the community. Resident shall comply with the following community policies:

A. BICYCLES: Bicycles may be ridden on paved areas only, not in the grass or sidewalks, in breezeways, etc. Bicycles may not be secured to stair rails, hand rails, light posts, sign posts, etc. Improperly secured bicycles and bicycles which are inoperable due to flat tires, missing parts or rust shall be subject to removal at the bicycle owner's expense. Owner shall not be liable for resultant damages to locks or bicycles.

B. PATIOS, BALCONIES, AND GROUNDS: The sidewalks, steps, and stairways shall not be obstructed or used for any purpose other than those of ingress or egress. Residents shall not hang, display, or expose to public view, any clothing, laundry, mops, brooms, hammocks, flags, banners or other items. Furniture, provided with the Unit, is to remain indoors at all times. No antennas or satellite dishes of any type are permitted to be installed on the exterior of the building outside the boundaries of a Unit. Should management deem it necessary to remove items from these areas, Resident will be assessed a clean-up fee of \$50.00 per incident as liquidated damages, for such action. Additionally, such action will be considered a violation of the Lease and Owner shall be entitled to pursue all rights and remedies. Owner may regulate use of patios, balconies and grounds

C. **WINDOWS:** To keep the overall appearance of the property attractive, foil, solar screens, masking tape, flags or any other foreign objects cannot be used on the windows. In addition, neither colored blinds nor colored drapes are allowed to be visible from the outside of the Unit. No materials or items may be affixed to or displayed in windows unless approved in writing by management. No furniture, equipment or other similar items may be placed in front of windows that would obstruct the path to the window from the interior or prevent the windows from functioning as a secondary point of egress from the Unit. Windows or doors may not be left open when air conditioning or heating functions are in operation. If Resident wishes to open windows or doors for the circulation of air, Resident shall turn the AC unit "off" to avoid damage to the Unit.

D. **QUIET AND COURTESY HOURS:** Resident acknowledges that, due to the inherent nature of residence hall and apartment living, there is no guaranty that the Unit will be quiet, safe, or peaceful. Resident agrees that certain everyday sounds such as walking, talking, cleaning, using common appliances will penetrate walls, floors, and ceilings, and as such, Resident agrees that Owner cannot guarantee that Resident will have a quiet and serene living environment. As such, Resident agrees that it is impossible or unreasonably impractical for Owner to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Unit, however Resident agrees to prevent noises that can be heard outside their Unit. Quiet hours are 11:00pm – 9:00am for weekdays (Sunday through Thursday evening) and 1:00am – 9:00am for weekends (Friday and Saturday evenings).

E. **SWIMMING POOL, RECREATION CENTER AND VOLLEYBALL COURT:** The conduct of persons in the use of the amenities shall be such that it will not endanger the safety of others. Posted rules are to be followed. NO glass containers or pets are allowed in the pool or volleyball areas. Resident shall not have more than two (2) guests at the pool at one time unless permission is secured from the Owner. Resident must accompany guests to the amenities. Only proper swimwear is permitted in the pools, no cut-offs. Radios are to be played where volume does not interfere with office operations or bother other residents. Resident acknowledges that they and their guest engage in use of all amenities at their own risk. Resident is liable to the Owner for any and all damages caused by Resident or Resident's guests or occupants. Any misuse of the facilities is to be reported to the Owner.

F. **WEAPONS:** Under NO circumstances are weapons, ammunition or explosives permitted in the Unit or on the property. This ban includes both defensive and offensive weapons, any devices which discharge or fire a projectile of any type, as well as those used in the martial arts or archery. Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

G. **ALCOHOL:** Use of alcohol, whether possession or consumption, is restricted to those individuals of legal drinking age in the state of Texas and may be consumed only in the privacy of one's Unit. Any student who is under the legal drinking age and found in a room or vehicle with alcohol or empty alcohol containers may be cited as a Minor in Possession and/or reported to the Office of Judicial Affairs. In

accordance with university policy, the consumption of alcoholic beverages or the possession of alcoholic beverages in public areas of the campus (including the Camden Miramar community) is prohibited. In addition, the possession or consumption of alcoholic beverages is prohibited on the patio or balcony of the Unit and interior public areas of the residence halls. Furthermore, kegs or other equivalent large quantities of alcohol are not permitted. Alcohol shall not be permitted within a Unit where one or more of the residents are not of legal age to possess alcohol except in the confined bedroom area of resident who is of legal age. Irresponsible drinking or behavior will constitute a violation of the Lease and Owner shall be entitled to pursue all rights and remedies.

H. FIRE HAZARDS AND PROHIBITED APPLIANCES: Passageways shall not be obstructed or used for any purpose other than entry or exit. Smoking will not be permitted inside the Unit or permitted within 25 feet of any entrance to a building, or any patios and balconies. Lights, cords, etc. may not be run under rugs, touch draperies or other potentially flammable materials. Electrical cords are not to be attached to any surface via nails, tacks, staples or any other means that might damage or fray the cord. No open flames of any type are permitted for any reason. This includes candles, kerosene lamps, oil lamps, hookahs, shishas etc. Additionally, no items that create embers or ashes, i.e. incense, are permitted on the premises. Additionally, no items intended for such purpose are permitted in the Unit. Extension cords without a surge suppressor are not permitted. Halogen lamps, holiday lights, toasters, toaster ovens, barbecue grills, portable washers/dryers and space heaters are prohibited (violations will result in a minimum fine of \$50 per occurrence) and constitute a violation of the Lease. Owner reserves the right, but is not obligated, to remove any items that are prohibited under this section. Only grills provided by Owner may be utilized and must be attended to by resident at all times while ignited.

I. DRUGS: The discovery of involvement in or unreported knowledge of the possession, use, sale or distribution of such substances or paraphernalia, to or by Resident, occupants, guests or invitees may subject Resident to immediate termination of Resident's right to possession of the Unit and eviction, as well as a report filed with the TAMU-CC University Police Department and Office of Judicial Affairs.

31. SUBSTANCE FREE HOUSING. Any assignment in Harbor Hall or Building 3 has been designated as substance free. By accepting an assignment in these buildings, Resident agrees: (i) not to possess, use or be under the influence of any alcohol or tobacco product, (ii) not to participate in any behavior that disrupts the community and/or life of the residents as a result of the use of any alcohol or tobacco product, (iii) to share the responsibility of reporting any inappropriate behavior within the community as it relates to the use of any alcohol or tobacco product, (iv) to ensure that guests adhere to all of the substance free expectations. Resident recognizes that failure to comply with the substance free obligations constitutes a default of the Lease Contract; in which case, the Owner is entitled to refer Resident to Office of Judicial Affairs, relocate Resident to a non-substance free building or pursue any rights or remedies under Lease Contract including, but not limited to, terminating Resident's right to possession and seeking recovery of applicable damages.



32. GENERAL. No oral promises, presentations or agreements have been made by Owner or any Owner's representative. This Lease is the entire agreement between the parties. Owner's representatives (including management and leasing personnel, employees, and other agents) do not have any authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on Owner or Owner's representatives unless done in writing. No action or omission of Owner's representative will be deemed a waiver of any subsequent violation, Default, or time or place of performance. Exercise of one remedy will not constitute an election or waiver of other remedies. All of Resident's statements in the rental application were relied upon by Owner in executing this Lease and any incomplete or false information therein shall be cause for termination by Owner of Resident's right of occupancy. Resident may not withhold rent or offset against rent. All lease obligations are to be performed in Corpus Christi, Nueces County, Texas. Unless otherwise stated in this Lease, all sums owed by Resident are due upon demand. Owner's delay or non-enforcement of rental due date, acceleration, contractual lien, or other rights shall not be a waiver under any circumstances. This Lease is binding on subsequent Owners. In lawsuits seeking only contractual or statutory remedies, the prevailing party shall recover attorney's fees and all other litigation costs from the non-prevailing party. All unpaid amounts shall bear interest at the lesser of the maximum non-usurious rate or 18% per annum from the date, compounded annually. Any invalid clause shall not invalidate the remainder of this Lease. Paragraph headings are only for information and do not limit or amplify the provisions of this Lease. Resident acknowledges liability under this Lease for the acts and omissions of its guests. Pursuant to Section 92.202(b) of the Texas Property Code, Resident's request for information on the ownership or management of the Unit must be in writing.

To the extent allowed by law, both parties agree that: (i) this Lease and any other lease documentation may be signed by each respective parties' electronic signature without each party initialing each page; (ii) Resident shall log in through the TAMU-CC secure site using Resident's unique identifying information and after selecting the Premises and providing other information requested, Resident will electronically sign the Lease using Resident's student ID number; (iii) the lease and other lease documentation signed with an electronic signature shall be as binding as an originally signed document; and (iv) an electronically signed Lease and other lease documentation may not be denied legal effect or enforceability solely because it is in electronic form or signed with an electronic signature. As used in this section, the term "lease documentation" shall include, without limitation, any addenda, amendments, or other modifications of this Lease.