

HOUSING CONTRACT

All residents are required to sign a Housing Contract to live at a community managed by Sherwood Apartments, LLC. You are encouraged to review the Housing Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Housing Contract. If you are under the age of 21 years old or do not meet minimum monthly income requirements, a guarantor will need to assist you in completing the Housing Contract. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY!**

THIS IS A JOINT AND SEVERAL LEASE. The liability of all persons and entities obligated in any manner under this Lease shall be joint and several.

The terms used in this Housing Contract are defined:

•**Housing Contract:** this "Contract", which includes this document, the Community Addendum, Rules and Regulations and all other applicable addenda referred to in this document or executed by the Resident.

•**Execution Date:** "Execution Date" shall be the date in which this Contract was executed by Resident.

•**Owner:** "Owner" shall be the Owner, Sherwood Apartments, LLC whose office address is
201 Academy Road, Suite 5, Starkville, MS 39759.

•**Resident:** "Resident" shall be: «Resident_1»

•**Roommates:** "Roommates" shall be all persons occupying the Premises.

•**Premises:** shall be an apartment Unit at Franklin Court Apartments (the "Community") located at
517 S Montgomery St, Apt «Unit_USPS» Starkville, MS 39759

•**Term:** The Term of this Contract shall begin on «Start_Date» (the "Commencement Date") and end without notice at **Midnight, July 23, 2018** (the "Expiration Date") for a period of («Mos») months. Resident may not occupy Premises until the Contract and any required payments, guaranty or other documents have been completed, executed and delivered to Owner, including, but not limited to proof of electrical service.

•**Rent:** "Rent" shall be a total amount under this Housing Contract of «Total» for the term of this contract. Resident's payment of the total Rent shall be in equal installments of «Month» to be paid on the 1st day of each month throughout the term of the Contract. All rental installments are to be paid in check or money order only (no cash) to: **Sherwood Apartments, LLC, 201 Academy Road, Suite 5, Starkville, MS 39759**. Complete unit # must be notated on memo line of all payments to ensure proper accounting of payment.

References to the Community Addendum and all other applicable addenda are meant to assist the Resident and Owner; however, there may be additional provisions in the addenda not referenced herein. The Community Addendum and all other applicable addenda should be read carefully. In the event there is a conflict between the provisions of this document and the provisions of the Community Addendum, the provisions of the Community Addendum shall control.

•**RENT:** There are no prorated Rent amounts under this Contract. The first Rent payment is due on Commencement Date of this Contract. If Resident does not pay the first month's Rent on or before Commencement Date, all Rent for the entire Term will be automatically accelerated and immediately due and payable in full. The remaining Rent Installments shall be paid by Resident on or before the first day of each subsequent calendar month without a grace period in advance and without demand, offset, or deduction until all Rent Installments have been paid to the community at the property management's office or such other place as Owner shall designate. All other charges due hereunder for services provided or charges assessed, including, but not limited to, fines for violating the Rules and Regulations, are hereinafter collectively referred to as "Additional Rent". In the event any such charges are due under this Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rent Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any late charges incurred by virtue of Resident's failure to timely pay all sums due from Resident to Owner. Owner shall have the right to refuse any tender of payment in cash and third party checks. Unless otherwise required by law, Rent Installments may not be withheld for any reason. Owner has the right to refuse to accept partial payments. Should the Resident default, all lease rental installments for the remaining term of the lease shall become due as if the entire lease amount should have been required in advance.

•**LATE CHARGES:** Rent is due on the 1st of each month throughout the term of the Contract. If your Rent is not paid on or before the 5th day of the month, your Rent is late and you will be charged a 10% fee of **\$71.50** in addition to the Rent. If the 5th day of the month falls on a Saturday, Sunday or a holiday observed by Sherwood Apartments, LLC the rent must be placed in the designated rent

drop prior to the office opening on the first business day following the weekend or holiday. If Resident fails to pay rent when due and the default continues for 10 days thereafter, Owner may, at Owner's option, declare entire balance of Contract to be immediately due and payable and may pursue any and all rights and remedies under this Contract and applicable law.

•RETURN CHECK CHARGES: Resident shall pay Owner the amount of \$40.00 as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to a 10% late charge resulting from the check's failure to be paid (\$111.50). There will be no exceptions. Any return check must be redeemed in cashier's check or money order. If two (2) of Resident's personal checks are returned to Agent, Agent will require that all sums from Resident be payable to Agent in either certified or cashier's check or money order during the remaining balance of the Term.

•SECURITY DEPOSIT: Upon execution of this Contract Resident will deliver to Owner a security deposit in the amount of «SD» (the "Deposit"). The deposit can be carried forward to a New Housing Contract for the next succeeding term. Resident shall not be provided keys(s) to the Premises until the Deposit has been paid in full. The Deposit may not be used as payment of rent under the Contract. Upon TERMINATION of this Contract by reason of Resident's default hereunder or the expiration of the Term, Owner may deduct from the Deposit an amount sufficient to pay: (a) any damages as a result of Resident's non-payment of any portion of Total Rent or non-fulfillment of the Term of this Contract including Resident's failure to enter into possession or abandonment of the Premises; (b) any unpaid bills which become due by virtue of Resident's occupancy, or any utility expense that may be forwarded to Owner due to Resident's nonpayment; (c) any costs of re-renting the Premises after a default of this Contract by Resident; (d) any repair work or cleaning contracted for by Resident with third parties; (e) any court costs incurred by Owner in connection with terminating the residency; and (f) any other damages which Owner may sustain which may then be a permitted use of the Deposit under the applicable laws of the State in which the Community is located. Application of the Deposit in order to satisfy all or part of Resident's obligations shall not prevent Owner from claiming damages in excess of the Deposit. Resident agrees that provided all terms and conditions of the Contract are complied with, Agent will return the Deposit refund (less the cost of cleaning, repairs, carpet cleaning and/or outstanding balance owed) and an itemized accounting of any deductions within sixty (60) days after termination of this Contract. Resident shall provide the Owner in writing with a forwarding address or new address to which any amount due from the Owner may be sent. If Resident fails to provide such forwarding address, then any amount due to the Resident shall be sent to the last known address of the Resident. Upon a sale and conveyance of the Community, Owner may transfer the Deposit to the new owner and upon such transfer, all of Owner's liability for such Deposit shall terminate and Owner shall have no further liability under this Contract for events occurring after such transfer.

•UTILITIES AND SERVICES: Resident is responsible for all deposits and connections for utility services required on the premises. Required utilities are electric, water, and gas (where applicable). Resident agrees that required utility services will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Contract or prior to July 31, 2018. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable to Owner for such charges which shall be considered Additional Rent. Any failure to pay such amounts shall be a default under the Contract.

Disconnection or Disruption of Services: Resident acknowledges that matters beyond the control of Owner may limit Resident's ability to receive services. The Owner makes no representations and hereby disclaims any and all warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Owner, where in writing or otherwise, except as otherwise explicitly included in this Contract, or in written documentation signed by the parties hereunder after the date hereof. Owner does not warrant or guarantee the protection of Resident's privacy during operation of such services, that such services, will satisfy Resident's requirements, or that the operation of such services will be uninterrupted or error free. Resident acknowledges and agrees that neither Owner nor its affiliates will be responsible to Resident for any non-economic, consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental, economic or punitive damages arising from breach of warranty, breach of Contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any services or the termination of any services, whether arising from Resident's use (or inability to use) of the services, or otherwise, even if Owner has been advised of the possibility of such damage. In the event that any services prove defective, or are discontinued or terminated, Owner's entire liability and Resident's exclusive remedy shall be limited to a reimbursement of moneys paid prorated by the day for each day the service proved defective, or was discontinued or terminated. Resident agrees to indemnify, defend and hold harmless the Owner, its officers, directors, employees, affiliates and agents from any and all losses, claims, damages (including damage to person or property), expenses, other liabilities and causes of action of every nature whatsoever, including attorney fees, which arise, directly or indirectly: (i) in connection with the negligent acts, omissions or intentional wrongdoing of Resident; (ii) violation by Resident of any and all laws, ordinances, regulations and rules in connection with the offering of the services; (iii) illegal or inappropriate use of the services; or (iv) interruption of heat, air conditioning, electricity, water, sewer, telephone, cable television, internet or any other utility services, or for the malfunction of machinery, appliances or any other necessary or incidental devices, including but not limited to, cables, pipes, or wiring, providing the utilities serving the Premises or any part of the Community.

•ROOMMATE: Resident acknowledges that Resident is solely responsible for getting along with ROOMMATES. Resident acknowledges that reasonable cooperation and respect will be used. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates or residents that reside at the Community does not constitute grounds for termination of the Housing contract by Resident. Owner shall not be liable for any personal injury to Resident or damage or loss to Resident's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes. No one other than the Resident may occupy the Unit.

•POSSESSION: If actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready, or holdover by prior resident, Owner shall not be liable for damages by reason of such delay. Owner has the right, but not the obligation, to provide temporary housing if it is available. If temporary housing is not available, the Rental Installment will be abated per diem and pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Contract. If Resident does not move in once the Premises is ready, to the fullest extent allowed by applicable law, Owner may sue for damages, including attorney's fees, and may forfeit any deposits or monies of Resident in possession of Owner.

•USE/OCUPANCY: Our primary occupancy standard is one person per bedroom unless otherwise designated by the Community. One child the age of two or less is allowed to share the bedroom with the parent, legal guardian, or a person in the process of obtaining custody. It is the responsibility of the Applicant to notify Owner of any additional occupants at the time the application is made. Based on community contractual affiliations, restrictions may apply to occupancy criteria. Only the Resident listed on this contract shall occupy the Premises during the Term of this Contract and use the Premises solely for residential purposes. Any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. In the event the Community is under construction, Resident agrees to observe all warning signs and blockades and stay away from construction areas.

•CONDITION OF PREMISES: Resident hereby acknowledges that the Premises is being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the Term constitutes Resident's acknowledgement that the Premises and its fixtures are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In Condition Form, which is to be completed by Resident within 72 hours of move in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In Condition Form and return it to Owner or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the Housing Contract. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by Resident and may be disposed of by Owner according to applicable law. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition, excepting reasonable wear and tear. In the event Resident fails to comply with Resident's obligation under this Contract to keep the Premises in a good and clean condition, Owner may charge Resident any reasonable cleaning costs. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED RELATING TO THE PREMISES, THE UNIT, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES AND UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, OR SUITABILITY.

•REQUESTS, REPAIRS, AND MALFUNCTIONS: Resident shall promptly report, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises to the Owner at property's management office (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress when Resident should call 911). Written notes of Residents' oral requests do not constitute a written request from Resident. Owner's complying with any oral request does not waive the strict requirement for written notices under this Contract. Resident must immediately notify Owner in writing of water leaks, mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner reserves the right to relocate resident to perform work or to avoid property damage. Owner may also turn off equipment and interrupt utilities as needed. Resident shall be liable for and shall pay all costs and expense for damages and repairs to the Premises or Community by Resident or Resident's guests (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable State law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After hours emergency repair requests can be made by contacting the office.

•WATER, INTRUSION, WATER DAMAGE AND MOLD: Resident acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provision of this Housing Contract relating to water intrusion, water damage, and mold. Resident acknowledges that excessive moisture can collect from a wide variety of sources, including but not limited to, shower or bathtub overflows, washing/dishwashing machine overflows or leaks, cooking spills, plant watering overflows, or insufficient drying of carpet and carpet pads. Resident acknowledges that Resident's obligations include, but are not limited to, the following: (a) To clean and dust the Premises on a regular basis and to remove visible moisture on windows, walls and other surfaces as soon as the condition occurs. (b) To not block or cover heating, ventilation or air conditioning ("HVAC") ducts in the Premises and to operate the HVAC system in a reasonable manner so as to maintain temperatures in the Premises within a range of 62 to 78 degrees Fahrenheit. RESIDENT ALSO AGREES TO TAKE WHATEVER MEASURES ARE NECESSARY TO PROTECT THE PREMISES DURING COLD WEATHER. (c) To use bathroom fans while bathing or showering, and kitchen fans while cooking. Continue use of fans for at least 30 minutes after the activity. Leave the bathroom door open until all moisture has dissipated. Hang towels and mats so they dry out completely. (d) To use all reasonable care to close all windows and other openings to the Premises to prevent rain and other outdoor water from penetrating the Premises. (e) To allow a minimum of six-inches space between furniture and walls for proper air ventilation. (f) To notify Owner in writing immediately upon discovery or occurrence in the Premises of: (i) Any evidence of a water leak or excessive moisture in the Premises; (ii) Any evidence of mold or mildew like growth in the

Premises; (iii) Any failure or malfunction of the HVAC system or exhaust fans in the Premises; and (iv) Any inoperable windows and doors in the Premises. Resident further agrees that if mold conditions are discovered on the sheetrock or any wood in the Premises, Resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Owner. Resident shall also be responsible for any damage, including but not limited to, damage from water and mold, which occurs as a result of Resident's failure to give notice to Owner within 24 hours of the discovery of the water intrusion, water damage or mold in the Premises. Resident hereby releases Owner from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Resident's failure to notify Owner as required herein.

•**WEATHER:** The Residents will take whatever measures are necessary to protect the premises during cold weather.

•**SMOKING:** There is absolutely no smoking allowed within the Premises. Resident and Resident's guest(s), invitee, family and licenses shall not smoke within the premises. This includes smoking cigarettes, cigars, pipes, or any other smoking device. This policy is in effect to mitigate (a) the irritation and known health effects of secondhand smoke; (b) the increased maintenance, cleaning, and redecorating costs from smoking; and (c) the increased risk of fire from smoking. Tenant acknowledges that Owner's adoption of a no smoking policy does not make Owner the guarantor of the Resident's health or of the smoke-free condition of the premises. If smoking does occur on the premises: (i) Resident will be responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; (ii) Resident is in breach of this Contract; (iii) Resident, guests, and all others may be required to leave the Premises; and (iv) Resident acknowledges that in order to remove odor caused by smoking, Owner may need to replace carpet and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.

•**EARLY TERMINATION OF CONTRACT:** Resident acknowledges there is no right to early termination of the Contract and Resident will not be released from this Contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. In the event of Resident's death, all rent, charges, removal and storage costs, and damages to the Premises are due until the Premises is vacated.

•**RE-LETTING:** Subletting is not allowed. Resident shall not grant use or possession of Premises without written consent of Owner. Should Owner consent to a voluntary re-letting of the Premises, Resident agrees to pay Owner a fee of \$250 that will be charged as Additional Rent.

•**REPLACEMENT OR TRANSFER:** Resident shall not replace or transfer Resident's interest in the Contract, or any part hereof, without prior written consent of Owner.

•**ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and Unit or any part thereof including but not limited to the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any lock without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. No additional phone, internet or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent. Any alterations, additions, or attachments to the Premises and Unit shall be the property of the Owner and Resident shall not be entitled to compensation thereof, now shall Resident remove them from the premises without written consent of the Owner. Resident shall be charged as Additional Rent for the cost of any repairs or clean-up associated with returning Premises to original condition.

•**OWNER'S RIGHT OF INSPECTION AND ENTRY:** Resident agrees that Owner, and his duly authorized representative, servant or repairman may enter the Premises or other Units at the Community at reasonable hours for any reasonable business purpose in accordance with applicable law, including, but not limited to, performing monthly unit inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Contract; allowing entry by a law officer with a search or arrest warrant, subpoena or court order; displaying the premises to prospective residents, government representatives determining housing or fire ordinance compliance, prospective buyers, insurance agents, lenders, contractors, and appraisers. In an emergency situation, Owner may enter without notice at any time to protect life or prevent damage to the Premises. Resident, by placing a work order for work to be performed, authorizes Owner to enter the Premises for the purpose of completing that work order in a timely manner. If Resident refuses Owner the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner.

•**CONDUCT OF RESIDENT:** Resident agrees to notify Owner of any changes to phone number, email address, vehicle information or income status of Resident or Guarantor during Term of Contract. Resident agrees to abide by all federal, State and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in force and effect or which may be hereafter enacted. Resident agrees that Resident and/or Resident's guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety, or convenience of others (including Owner's agents) in or near the Community; (iii) display, discharge, or possess, a gun, knife, or other weapon in a way that may threaten or alarm others of Roommates including but not limited to any pistol, revolver, rifle, shotgun, or other weapon designated or intended to propel a missile of any kind, knives of stated dimensions, razors, throwing stars, nun chucks, and similar objects; (iv) disturb or disrupt the business operations of the property; (v) be involved in or commit criminal activity; (vi) allow in the Premises or Community any illegal manufacture, sale, possession or use of

any drugs or substances or drug paraphernalia controlled by the State in which the Premises or Community are located; (vii) possess or keep any explosives, flammable or any hazardous substances, or any item or thing of a dangerous nature in or on the Premises or the Community; (viii) engage in or threaten violence; (ix) possess a weapon that is prohibited by State law; (x) store anything in closets having gas appliances; (xi) tamper with utilities or telecommunications; (xii) use windows for entry or exit; (xiii) heat the Premises with a gas-operated cooking stove or oven; (xiv) injure the Community's or Owner's reputation by making bad faith allegations against the Community or Owner to others; and (xv) allow the Premises or Community to be used for any unlawful purpose whatsoever. If Resident is in violation of these conditions, the total cost of repairs for any and all damages caused by Resident or Resident's guests will be the responsibility of Resident. Resident agrees to notify Owner of any changes to

•COMMUNITY AMENITIES: Various areas of the Community are designated and intended for the use and enjoyment in common by all residents, including but not limited to the walkways, breezeways, stairways, and parking areas, (the "Amenities") made available by the Owner. Resident and Resident's guests must comply with all rules and regulations regarding these Amenities and should be considerate of others while using these Amenities. The use of the Amenities by the Resident shall be at the Resident's own risk. Resident's use may be regulated, denied, or restricted at any time by Owner.

•RESIDENTS RESPONSIBILITY FOR SECURITY: Resident acknowledges that Owner has not made any representations either written or oral, concerning the safety of the Community in which the Premises is located or the effectiveness or operability of any security devices or measures on the Premises or Community.

No Warranty or Guarantee: Resident acknowledges that Owner neither warrants nor guarantees the safety or security of Resident or Resident's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. Each Resident and their guest(s) or invitee(s) are responsible for protecting his or her own person and property. Owner is not liable to Resident, Roommates, or respective guests for any damage, injury, or loss to person or property caused by other persons, including but not limited to, theft, burglary, assault, vandalism, or other crimes. Owner cannot assume responsibility for the criminal actions of third parties. There is no guarantee that any effort by Owner will in any way increase Resident's personal security or the safety of Resident's family or guest(s) or Resident's belongings. Owner represents and Resident acknowledges that Owner is not equipped or trained to provide personal security services to Resident, Roommates, or their respective guests. Resident acknowledges that Resident and local law enforcement agencies are responsible for Resident's security and the security of all guests.

No Reliance on Security Devices or Measures: Resident acknowledges that security devices or measures, including but not limited to, security alarms, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect Resident and Resident's existing property as if these devices or measures did not exist. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including but not limited to, alarms and smoke detectors. Resident is responsible for supplying electrical current to devices, including replacing the batteries if applicable. Resident agrees Resident will not disable, disconnect, alter or remove the smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screen, or latches. Any charges resulting from the use of an intrusion alarm installed by Resident will be charged to Resident, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with Security Solutions, an independent company, to activate and maintain the alarm system. In such case, Resident must provide Owner with the alarm code and any special instructions for lawful entry into the Unit when no one is there. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests or occupants of any unit. Someone with criminal intent can circumvent any procedure used by the office and /or patrol service and commit a crime in the Community. In the event cameras have been placed in the Community, these cameras are not manned on a 24 hour basis and are not designed to provide personal security services for anyone. Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency. There are many crime prevention tips readily available from police departments and other sources. Residents are encouraged to use these and other common sense tips. Do not give keys, codes, or access cards to anyone.

•VEHICLE REGISTRATION AND PARKING: Resident is allowed one parking space in the Community. Resident acknowledges that parking spaces in front of and beside the apartment buildings are on a first come first serve basis and are for Residents only. Remainder of the onsite parking along the fence line is available for guest parking on a first come first serve basis. Owner reserves the right to designate and control the method, manner and time of parking spaces in and around the Community. Parking of motorcycles, boats, recreational vehicles, commercial vehicles, campers, mobile homes, and trailers is not allowed unless written permission from Owner is obtained. Washing vehicles and performing mechanical work is prohibited unless special written permission from Owner is obtained. **Vehicle speed in the Community may not exceed 15 miles per hour.** Resident acknowledges that Resident will park all vehicles at Resident's own risk and will maintain property insurance on Resident's vehicles. Owner may fine or have unauthorized or illegally parked vehicles towed according to State law at the vehicle owner or operator's expense at any time if it: (i) has a flat tire or is otherwise inoperable; (ii) is on jacks, blocks, or has wheel(s) missing; (iii) takes up more than one parking space; (iv) belongs to a resident or occupant who has surrendered or abandoned the Premises; (v) is in a handicap space without the legally required handicap insignia; (vi) is in a space marked for visitors, managers, or staff; (vii) blocks another vehicle from exiting, prevents traffic flow, or is double parked; (viii) is in a fire lane or designated "no parking" area; (ix) is in a space marked for other resident(s) or Units; (x) is on the grass, sidewalk, or patio; (xi) blocks garbage trucks from access to a dumpster, or: (xii) has no current license, registration or inspection sticker. In the event a parking decal is required, Resident agrees to display such decal in the lower rear windshield on the passenger side. If the windows are tinted, the parking decal must be displayed in the upper front windshield on the passenger side. Owner is not responsible for damage to tint. Parking decals must be displayed in the vehicle in which it is registered. Resident agrees

to display hanging tags on the rear view mirror. To replace a lost parking sticker or tag, there is a replacement fee of a minimum of \$35. If a new vehicle is to be brought on the property, the old sticker must be returned to the Owner in order to replace the sticker at no additional charge. Resident agrees to notify Owner of any changes to vehicle information during Term of Contract.

•ANIMALS: Resident shall not have or allow any animal to be in the Premises or Community without prior written consent by Owner, including but not limited to cats, dogs, visiting pets, snakes, birds, parrots, toucans, hamsters, gerbils, frogs, spiders, ferrets, guinea pigs, rabbits, or other animals. No pets are allowed. Violation will result in a \$500 fee to be considered Additional Rent, and Resident may be declared in default of the Contract. Resident will be charged for defleaing, deodorizing, shampooing, and all damages caused by the animal. The unauthorized animal must be removed immediately and Resident will be responsible for all kennel fees. This policy will be strictly enforced.

•RELOCATION: For purposes of operating efficiency, Owner reserves the right to relocate Resident to another unit at the Community. If required by Owner to relocate, Resident will not be required to pay a Transfer fee.

•CASUALTY: In the event of a fire or other casualty, Resident must immediately notify Owner. If the Premises is partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest, licensee, or invitee, and the Premises, may be promptly restored and repaired by Owner and any Rental Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rental Installment(s) will not be abated. However, if the Premises is substantially destroyed, then this Contract may be terminated by Owner, in which event the remaining unpaid Rental Installments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rental Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guests, licensees, or invitees of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.

•RESIDENT'S PROPERTY AND RENTER'S INSURANCE: Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, and valuables kept by Resident in or about the Premises, Unit, and Community. Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage. The Owner is not responsible for and will not provide fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system if applicable.

•OWNER'S PERMISSION OR CONSENT: This Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.

•NOTICES: Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Contract or otherwise. Failure of Resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Contract. Owner has designated Sherwood Apartments, LLC as its power-of-attorney agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Contract or otherwise, must be in writing and must be delivered by certified mail, Return Receipt Requested, to: Sherwood Apartments, LLC, 201 Academy Road, Suite 5, Starkville, MS 39759, c/o Property Manager. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, emailed or posted on the entry door of the Unit.

•DEFAULT BY RESIDENT: Resident will be in default if: (1) Resident fails to pay any Rental Installment or Additional Rent, as and when due hereunder, (2) Resident abandons the Premises, (3) Resident fails to perform any of his or her obligations hereunder, (4) any information contained in Resident's Housing Application is untrue or misleading, (5) Resident or Resident's guest(s) violates this Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs, (6) illegal drugs or paraphernalia are found in the Premises, (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government, or (8) Resident is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a sex-related crime including a misdemeanor. If Resident is in default, Owner may at its option terminate this Contract by written notice to Resident. Resident shall surrender possession of the Premises to Owner upon the date specified in such termination notice, and Resident shall be liable to Owner for, and shall indemnify Owner against, all loss and other expenses (for re-letting, refurbishing, repairing, cleaning or otherwise making the Premises suitable for re-letting) suffered or incurred by Owner as a result of Resident's default and termination of this Contract. Notwithstanding the commencement of

a judicial eviction or dispossession proceeding and the issuance and execution of a writ of possession on account of any default by Resident, Resident shall remain liable to Owner for all Rental Installments and Additional Rent, accrued through the date on which possession is obtained by Owner, and Resident shall continue to be liable for all Rental installment(s) and Additional Rent accruing thereafter until the earlier of the expiration of the Term of the Contract or the re-rental of the Unit. It is intended that Owner's remedies for a default hereunder shall be as broad as permitted under applicable laws and shall include, without limitation, (a) the right to cancel this Contract, reserving the right to collect any unpaid Rent; or (b) the right to rent the Premises for the account of Resident, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Premise, and third, to Resident's rental obligations hereunder, with Resident and Guarantor(s) remaining fully responsible for any deficiency in the Contract obligations for the remainder of the Term. The exercise of any one of the remedy shall not be deemed exclusive of the right to collect Rent, or of Owner's right to avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charged for certain actions of Resident which may constitute violation of this Contract, Owner may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations. In the event of a default by Resident hereunder, in addition to any other remedies, Owner is entitled to employ an attorney at law to enforce Owner's right hereunder and all reasonable fees and cost connected therewith shall be paid by Resident. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's and Guarantor's credit record.

•GUEST: Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitee, family and licenses. Resident must accompany and supervise Resident's guest(s) at all times in the Premises and Community because any violation of this Contract by Resident's guest shall be considered a violation by the Resident. Owner has the right to exclude guests and others whom in Owner's sole judgment, have been in violation of the law, the Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Residents agree that Roommates shall not have more than (6) persons in the Premises and Unit at any one time. Owner will not provide supervision for guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Occupancy of the Premises by an unauthorized guest shall be deemed a default of this Contract, and Owner shall be entitled to recover from the Resident and Guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Resident, in addition Owner may elect, in its sole discretion, to enforce the default and pursue any and all rights and remedies under this Contract and applicable law.

•RENEWAL: If, prior to the Expiration Date of the Term, Resident executes a binding Housing Contract with Owner for the next succeeding term (a "New Housing Contract"), the terms of this Contract shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Rental installments hereunder) until the beginning of the term provided in the New Housing Contract (the "New" term). Nevertheless, Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the New Term. Residents that would like to remain in the Premises must execute a New Housing Contract by February 15th or Sherwood Apartments LLC will seek a new Resident for the Premises for the next succeeding term.

•MOVE OUT PROCEDURES: Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done therein which is deemed by the Owner to have occurred during Resident's occupancy and use of the Premises. Upon termination of this Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received. Resident shall pay all utilities and service bills to the Premises for which Resident is responsible and cancel all utilities accounts in the name of the Resident. Resident shall return to Owner all door and mailbox keys issued to the Resident by Owner. If all keys issued to Resident are not returned to Owner, Resident shall pay to owner a fee of \$250.00 to be considered Additional Rent for the replacement and re-keying of locks for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full forfeiture of the Deposit, but in no event shall forfeiture be construed as liquidated damages. If no Deposit exists, Resident shall be charged for all damages, cleaning, repairs, re-keying, and replacement cost.

•PROPERTY LEFT IN PREMISES: Owner, in its sole discretion, shall have the right to determine when the Premises is abandoned in accordance with applicable law. Resident agrees abandonment of the Premises shall include but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) the failure to pay Rent or other charges, (iii) discontinuance of utility service, and (iv) failure to respond to any notices, phone call, or correspondence from Owner. In the event the Premises is abandoned, Owner shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitee in accordance with applicable law, and to re-rent the Premises for new occupancy. In the event applicable law permits, any such abandoned property or personal possession shall be considered Owner's property and title shall vest in Owner. Residents may redeem property in accordance with and if applicable law permits. In the event of re-entry and repossession by the Owner, Owner shall have the right to store or dispose of Resident's property remaining in the Premises, and Resident shall be liable for all costs, fees and damages incurred by Owner and such re-entry shall not be deemed an acceptance by the Owner or a surrender of any rights of Owner or otherwise constitute a release of Resident from the terms of this Contract. Resident agrees Owner shall have no liability for any actions taken to secure the Premises, obtain possession of the Premises, or store or dispose of any personal property or possessions found in the Premises when Owner deems the Premises to have been abandoned, and such actions are a contractual matter to which Resident has given his or her consent, and alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

•HOLDING OVER: If Resident fails to surrender the Premises by the Expiration Date of this Contract and if Resident and Owner have not executed a New Housing Contract with a term commencing after the Expiration Date of this Contract, Resident agrees to pay Owner a Holdover charge of \$200.00 per day as Additional Rent. After the Expiration Date of this Contract, this Contract shall not be deemed to have been renewed or extended in accordance with applicable law. If Resident fails to surrender the Premises by the Expiration Date of this Contract, in addition to any other liabilities, Resident shall protect, defend, indemnify and hold Owner harmless from all loss, costs (including reasonable attorney fees) and liability resulting from such failure, including any claims made by the succeeding tenant founded upon such failure to surrender and any lost profits to Owner resulting therefrom.

•PHOTOGRAPHS AND VIDEOS: Resident agrees to allow Owner to use photographs and/or video images of the Resident and the Premises for the purpose of advertising the Community or other similar apartment communities owned or operated by Owner and hereby consent to such use.

•SUBORDINATION: This Contract shall be subject and subordinate at all times to the lien of security title or interest of any and all mortgages, deeds of trust, and deeds to secure debt now or hereafter placed on or against the Community or on or against Owner's interest or estate therein, all without necessity of having further instruments executed on part of Resident to effectuate such subordination. No provision in this Lease shall interfere with Landlord's right to sell or otherwise encumber the Premises.

•INDEMNIFICATION: Resident, for himself, and Resident's representatives, heirs, assigns and successors releases Owner, and its affiliates, officers, directors, shareholders, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for and agrees to indemnify the Indemnified Parties against all losses incurred by the Indemnified Parties as a result of (a) Resident's failure to fulfill any condition of this Contract; (b) any and all liability for injury or loss relating to Resident's use and occupancy of the Premises or Community; (c) any damages or injury happening in or about the Premises or Community to Resident's guests, licensee, invitees, or such person's property; and (d) Resident's failure to comply with any applicable laws, rules or regulations.

•STATE LAW: The law governing this Contract is the law of the State in which the Community is located. The Contract is performable and venue for any action shall be proper in the county in which the Community is located.

•SEVERABILITY: If any provision of this Contract or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Contract nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

•MISCELLANEOUS: Failure of Owner to insist upon strict compliance with the terms of this Contract shall not constitute a waiver of Owners' rights to act on any violation. Owner's acceptance of rent is not a waiver of any breach by Tenant. In all references, herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Contract may require, and all gender references to male or female are intended to be gender neutral. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all the provisions of this Contract and all other applications by any such provision(s) shall not be affected.

•ASSIGNMENT: In the event of a transfer of Owner's interest in the Community, Owner shall have no further liability under this Contract for events occurring after such transfer. Resident shall recognize the transferee as Owner under this Contract for the remainder of the Term, and thereafter, this Contract shall continue as a direct Contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; bound by any previous prepayment of more than one month's Rental Installment; or required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee. In the event the Community is sold to another Owner, the new Owner has the right to terminate all Housing Contracts within 30 days notice at any time after the sale of the Community.

•ADDENDA: Resident acknowledges that all addenda are considered to be a part of this Contract. Any addendum referenced in this Contract including, but not limited to, the Community Addendum, Rules and Regulations, Guaranty of Resident Obligations, and all other addenda are hereby incorporated by reference as a part of this Contract.

•GUARANTY: If you are under the age of 21 years old or do not meet minimum monthly income requirements, a guarantor will need to assist you in completing the Housing Contract. Owner, at its sole discretion, may require Resident to submit an executed Guaranty of Resident Obligations. If Owner requires a Guaranty, Owner has the right to cancel the Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Contract and not substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Housing Contract but does not submit an executed Guaranty of Resident Obligations as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Contract. **GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE CONTRACT.**

•RULES AND REGULATIONS: Resident acknowledges that Resident has read and agrees to abide by all written Rules and Regulations furnished to Resident with respect to Resident’s conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.

Resident acknowledges that Resident has read this Housing Contract, the Community Addendum, Rules and Regulations, and all addenda. Resident affirms that Resident will, in all respects, comply with the terms and provisions of the Contract. RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT AND GUARANTOR. THIS IS A JOINT AND SEVERAL LEASE. The liability of all persons and entities obligated in any manner under this Lease shall be joint and several. Resident and Guarantor acknowledge that accepting the Contract by fax or scanned email is the same as a written signature and is just as binding as an original.

RESIDENT:

GUARANTOR:

Signature:	Signature:
Name Printed: «Resident_1»	Name Printed: «Guarantor_1»
Date:	Date:

OWNER:

Signature:
Name Printed: Sherwood Apartments, LLC
Date:

RESIDENT’S CONTACT INFORMATION FORM

Personal Email (not school): _____
Cell Phone: _____

EMERGENCY CONTACT

Name: _____
Phone: _____
Email: _____

VEHICLE INFORMATION

Make: _____ Model: _____
Color: _____ Year: _____ Tag Number: _____
(i.e. Toyota, Camry, White, 2014, MSE852)

COMMUNITY ADDENDUM

This Community Addendum (this "Addendum") is made and entered into as of the same date as the Housing Contract (the "Contract") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Contract as if the terms of this Addendum were written into the Contract.

All installments and fees made payable to	Sherwood Apartments, LLC 201 Academy Road, Suite 5 Starkville, MS, 39759
COMMENCEMENT DATE	«Start_Date»
EXPIRATION DATE	Midnight, «End_Date»
RENT INSTALLMENT Due on 1 st of each month	«Month»
LATE CHARGE *Charged on the sixth (6 th) day of the month if Rent is not paid by the fifth (5 th) day of the month, Rent is delinquent until Rent is paid in full.	«Late»
RETURN CHECK CHARGE FOR EACH RETURNED CHECK *Charged in addition to Late Charge and Rent. Rent is delinquent until balance is paid in full.	\$40.00
RE-LETTING FEE – Voluntary	\$250.00
RE-LETTING FEE – Because of Default by Resident	«ReLet»
HOLDOVER FEE	\$200.00 Per Day
UNAUTHORIZED PET FEE	\$500.00

DEFAULT BY RESIDENT:

Owner’s rights shall include, but shall not be limited to, terminating Resident’s right to occupy the Premises or terminating this Contract, at Owner’s sole discretion, and regain possession of the Premises in the manner provided by applicable law. In addition, in the event of Resident’s default Resident shall be liable for and shall pay: (i) a re-letting fee equal to 85% of one month’s Rent to offset the costs of re-letting the Premises; (ii) all monthly Rent and other charges which are payable during the remainder of the term of this Contract, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Contract or applicable law. Resident acknowledges that the re-letting fee is not a cancellation fee or a buyout fee. The re-letting 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 Unit and Premises. Such damages are uncertain and difficult to ascertain.

HOLDOVER:

In the event that a New Housing Contract is not executed, and Resident has not vacated the Premises on or before the Expiration Date of the Term of this Contract, Resident shall automatically and immediately become a holdover resident pursuant to applicable law, and Owner shall be entitled to recover from Resident holdover rent in advance on a daily basis in an amount listed above and all rent for the full term of Housing Contract already signed for the next succeeding term.

ABANDONMENT:

In the event Resident abandons or surrenders the Premises, in accordance with applicable law, Owner shall be entitled to pursue any and all rights and remedies under this Contract and applicable law.

The terms of the Addendum are agreed to and accepted by:

RESIDENT:

GUARANTOR:

Signature:	Signature:
Name Printed: «Resident_1»	Name Printed: «Guarantor_1»
Date:	Date:

OWNER:

Signature:
Name Printed: Sherwood Apartments, LLC
Date:

RULES AND REGULATIONS

The following Rules and Regulations ("Rules") are incorporated as part of the Housing Contract executed by Resident ("Contract"). Resident acknowledges that Resident has reviewed and understands these Rules by executing the Contract. A violation of these Rules or any addendum to it, or a violation of local, State, or federal laws by Resident or Resident's guest(s) and invitees shall constitute a violation of the Contract; in which case, Owner shall be entitled to pursue all rights and remedies pursuant to the Contract and applicable law. Owner shall have the right, in the event of violations, to assess a fee for each violation. In the event Resident is assessed a fee, it will be assessed as Additional Rent under the terms of the Contract and must be paid within 10 days of notification. Capitalized terms used in these Rules shall have the same meaning as in the Contract. Resident shall sometimes be referred to herein as "you". These Rules are effective as of the Commencement Date of the Contract agreed to by Resident.

1. CONDUCT OF RESIDENT: Resident agrees to notify Owner of any changes to phone number, email address, vehicle information or income status of Resident or Guarantor during Term of Contract. Resident agrees to abide by all federal, State and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in force and effect or which may be hereafter enacted. Resident agrees that Resident and/or Resident's guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety, or convenience of others (including Owner's agents) in or near the Community; (iii) possess a weapon, weapons paraphernalia, or ammunition; (iv) disturb or disrupt the business operations of the property; (v) be involved in or commit criminal activity; (vi) allow in the Premises or Community any illegal manufacture, sale, possession or use of any drugs or substances or drug paraphernalia controlled by the State in which the Premises or Community are located; (vii) possess or keep any explosives, flammable or hazardous substances, or any item or thing of a dangerous nature in or on the Premises or Community; (viii) engage in or threaten violence; (ix) store anything in closets having gas appliances; (x) tamper with utilities or telecommunications; (xi) use windows or balconies for entry or exit; (xii) heat the Premises with a gas operated cooking stove or oven; (xiii) injure the Community's or Owner's reputation by making bad faith allegations against the Community or Owner to others; and (xiv) allow the Premises or Community to be used for any unlawful purpose whatsoever.

2. MAINTAIN ORDER/NOISE: Resident shall at all times maintain order in the Premises. All radios, television sets, stereo equipment or any other band instruments or items which may cause noise shall be turned down to a level of sound that does not annoy or interfere with other residents of the Community. No music lessons, either vocal or instrumental, shall be permitted on the Premises at any time. The activities and conduct of Resident, Resident's guests and minor children of Resident or guests outside in the Premises, common grounds or parking areas must be reasonable at all times and not annoy or disturb other residents. Children on the premises must be supervised by a responsible adult at all times. No lounging, visiting or loud talking, that may be disturbing to other residents will be allowed in the common areas or parking areas. Resident shall not permit any offensive noises and/or odors to originate from the Premises at any time. Accordingly, at Owner's option in lieu of declaring a default of the Contract, the following violation policy shall apply: (First violation) written warning; (Second violation) written warning and a \$50.00 violation fee will be assessed to Resident; (Third violation) written warning and a \$100.00 violation fee will be assessed to Resident, and at Owner's option the Contract may be declared in default or Resident may be charged up to \$300.00 depending on the severity of the situation, as deemed at the sole discretion of Owner.

3. TRASH: All trash and garbage shall be placed in sanitary containers in locations designed by the Owner. Resident agrees trash and refuse shall be placed directly into such trash receptacles or dumpsites and not left in the Units or in the Community areas, hallways, breezeways, balconies, porches or similar places. Resident will be assessed a fee of \$25.00 per bag of trash for all trash that is not disposed of in the appropriate trash receptacle or otherwise removed. Resident shall assist Owner in keeping the outside common areas clean. No littering of papers, cigarette butts or trash is allowed. No trash or other materials may be accumulated in the Premises, patios, balconies or common areas.

4. OBSTRUCTIONS/BIKES: Resident shall not obstruct or use the driveways, sidewalks, courts, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than ingress and egress. Resident shall not allow bikes or such other vehicles to obstruct these areas. Resident shall not hang bikes from the ceiling or wall of the patios or balconies or the interior of the Unit. Bikes in Community areas shall be deemed abandoned by Resident and may be disposed of by Owner according to applicable law. Residents may be subject to a fine that must be paid prior to the release of the abandoned bike. Bikes may not be ridden in the sidewalks, hallways/balconies or breezeways of the building. Residents riding bikes in those areas will be subject to fines.

5. WINDOWS: Windows and doors at the Community shall not be obstructed by Resident. If Owner provides blinds on windows, then such blinds shall not be removed by Resident for any reason without approval of Owner. Use of foil and other similar unsightly materials, including but not limited to neon/flashing signs, flags, and signs/advertisements on windows is strictly prohibited. Resident shall not throw anything out of the windows, patios, or doors. Resident shall not leave windows or doors open during inclement weather. Resident shall be liable for any damage to the Premises, including but not limited to paint, walls, cabinets, carpets, and floors resulting from failure to exercise reasonable care.

6. LOCKS/KEYS: Locks shall not be changed or added at the Premises without prior written consent of the Owner. If Resident requests Owner to unlock Resident's Unit after hours, Resident shall pay a minimum fee of \$35.00 which will be due and payable immediately. If this service is not available at the Community and it is necessary for Owner to employ a locksmith, Resident shall be responsible for all locksmiths' charges plus a service fee of \$35.00. All Unit and Mailbox keys must be returned to Owner upon vacating the Premises or Owner will impose a fee of \$250.00. Owner shall furnish one door key to Resident and one mailbox key per unit. If a

key is lost or stolen, Resident shall pay a fee of \$100.00 for a lock change and key replacement which will be billed to the account and paid within 48 hours of the service to the Owner.

7. LAVATORIES: Lavatories, sinks, toilets and all water and plumbing apparatus shall be used by Resident and Resident's guests only for the purpose for which they are constructed. Sweepings, trash, rags, ashes, feminine products, contraceptives and other foreign substances shall not be thrown in any plumbing apparatus. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of Resident. Payment for corrective action must be paid by Resident on demand.

8. LIGHT BULBS: Resident will be responsible at his or her expense to replace all interior bulbs and tubes. All interior and exterior bulbs, tubes, globes, and lights must be operational at the time Resident vacates the Premises or a charge will be assessed to replace them. Residents may not remove exterior lights or globes. No colored bulbs in exterior light fixtures.

9. HEAVY ITEMS: Resident shall not place any unusually heavy objects on the floor, such as pool tables, waterbeds, etc, without prior written consent of the Owner.

10. EXTERIOR APPEARANCE: Resident shall not change the structure or appearance of any patio or balcony area. Clothing, sheets, rugs, towels, appliances or other items shall not be hung from windows, porches, or balconies of the Community. Resident shall keep neat and clean all patios, porches and balconies of the Premises and shall not use the same for storage, including automobile tires and/or parts, firewood and other unsightly or heavy items. Only outdoor furniture and related patio items may be placed on any patio, porch or balcony. Welcome mats may be placed in front of entry doors, but rugs or carpet remnants are not permitted. One flag may be displayed at a time on a patio/balcony as long as it does not protrude beyond the Unit; however, it may be required to be removed at the sole discretion of Owner.

11. WATER INTRUSION, WATER DAMAGE AND MOLD: Resident acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of this Housing Contract relating to water intrusion, water damage, and mold. Resident acknowledges that excessive moisture can collect from a wide variety of sources, including but not limited to, shower or bathtub overflows, washing/dishwashing machine overflows or leaks, cooking spills, plant watering overflows, or insufficient drying of carpet and carpet pads. Resident acknowledges that Resident's obligations include, but are not limited to, the following:

- To clean and dust the Premises on a regular basis and to remove visible moisture on windows, walls and other surfaces as soon as the condition occurs.
- To not block or cover heating, ventilation or air conditioning ("HVAC") ducts in the Premises and to operate the HVAC system in a reasonable manner so as to maintain temperatures in the Premises within a range of 62 to 78 degrees Fahrenheit at all times. RESIDENT ALSO AGREES TO TAKE WHATEVER MEASURES ARE NECESSARY TO PROTECT THE PREMISES DURING COLD WEATHER.
- To use bathroom fans while bathing or showering, and kitchen fans while cooking. Continue use of fans for at least 30 minutes after the activity. Leave the bathroom door open until all moisture has dissipated. Hang towels and mats so they dry out completely.
- To use all reasonable care to close all windows and other openings to the Premises to prevent rain and other outdoor water from penetrating the Premises.
- To allow a minimum of six-inches space between furniture and walls for proper air ventilation.
- To notify Owner in writing immediately upon discovery or occurrence in the Premises of: 1) Any evidence of a water leak or excessive moisture in the Premises; 2) Any evidence of mold or mildew like growth in the Premises; 3) Any failure or malfunction of the HVAC system or exhaust fans in the Premises; and 4) Any inoperable windows and doors in the Premises.

Resident further agrees that if mold conditions are discovered on the sheetrock or any wood in the Premises, Resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Owner. Resident shall also be responsible for any damage, including but not limited to, damage from water and mold, which occurs as a result of Resident's failure to give notice to Owner within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Resident hereby releases Owner from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Resident's failure to notify Owner as required herein.

12. REQUESTS, REPAIRS, AND MALFUNCTIONS: Resident shall promptly report, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises to the Owner at property's management office (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes of Residents' oral requests do not constitute a written request from Resident. Owner's complying with any oral request does not waive the strict requirement for written notices under this Contract. Requests should not be made to maintenance people or other such personnel. Resident must immediately notify Owner in writing of water leaks, mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety.

13. VEHICLE REGISTRATION AND PARKING: Resident is allowed one parking space in the Community. Resident acknowledges that parking spaces in front of and beside the apartment buildings are on a first come first serve basis and are for Residents only. Remainder of the onsite parking along the fence line is available for guest parking on a first come first serve basis. Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Community. Parking of motorcycles, boats, recreational vehicles, commercial vehicles, campers, mobile homes, and trailers is not allowed unless written permission from Owner is obtained. Washing vehicles and performing mechanical work on vehicles is prohibited unless special written

permission from Owner is obtained. Vehicle speed in the Community may not exceed 15 miles per hour. Resident acknowledges that Resident will park all vehicles at Resident's own risk and will maintain property insurance on Resident's vehicles. Owner may fine or have unauthorized or illegally parked vehicles towed according to State law at the vehicle owner or operator's expense at any time if it: (i) has a flat tire or is otherwise inoperable; (ii) is on jacks, blocks, or has wheel (s) missing; (iii) takes up more than one parking space; (iv) belongs to a resident or occupant who has surrendered or abandoned the Premises; (v) is in a handicap space without the legally required handicap insignia; (vi) is in a space marked for visitors, managers, or staff; (vii) blocks another vehicle from exiting, prevents traffic flow, or is double parked; (viii) is in a fire lane or designated "no parking" area; (ix) is in a space marked for other resident (s) or Units; (x) is on the grass, sidewalk, or patio; (xi) blocks garbage trucks from access to a dumpster, or; (xii) has no current license, registration or inspection sticker. In the event a parking decal is required, Resident agrees to display such decal in the lower rear windshield on the passenger side. If the windows are tinted, the parking decal must be displayed in the upper front windshield on the passenger side. Owner is not responsible for damage to tint. Parking decals must be displayed in the vehicle in which it is registered. Resident agrees to display hanging tags on the rear view mirror. To replace a lost parking sticker or tag, there is a replacement fee of a minimum of \$35. If a new vehicle is to be brought on the property, the old sticker must be returned to the Owner in order to replace the sticker at no additional charge. Resident agrees to notify Owner of any changes to vehicle information during Term of Contract.

14. ANIMALS: Resident shall not have or allow any animal to be in the Premises or Community without prior written consent by Owner, including but not limited to cats, dogs, visiting pets, snakes, birds, parrots, toucans, hamsters, gerbils, frogs, spiders, ferrets, guinea pigs, rabbits, or other animals. No pets are allowed. Violation will result in a \$500 fee to be considered Additional Rent, and Resident may be declared in default of the Contract. Resident will be charged for defleaing, deodorizing, shampooing, and all damages caused by the animal. The unauthorized animal must be removed immediately and Resident will be responsible for all kennel fees. This policy will be strictly enforced.

15. ALCOHOL: The following is prohibited: the use of alcohol by anyone under the legal drinking age of 21; the manufacture or selling of alcohol; public intoxication; common containers of alcohol (kegs, party balls, trash cans, funnels, beer hats, etc.). Beverages must be used in individual containers.

16. NO SMOKING: There is absolutely no smoking allowed inside the Units. If smoking does occur on the premises: 1) Resident will be responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; 2) Resident is in breach of this Contract; 3) Resident, guests, and all others may be required to leave the Premises; and 4) Resident acknowledges that in order to remove odor caused by smoking, Owner may need to replace carpet and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up. Further, Resident will be assessed a trash fine of \$25.00 per incident if cigarette butts are found near or around patios/balconies and entry doors. Owner shall have the right to impose other reasonable charges for the violation of this provision.

17. DAMAGE CHARGES: Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decoration. Owner shall have the right to charge Resident for damages, including but not limited to damages listed in this Agreement and in the Housing Contract.

18. COMMON AREA OR COMMUNITY AREA DAMAGES: If damage or vandalism occurs in a common area (such as the kitchen, living room, laundry room, balcony, etc.) and Owner is unable to determine the responsible party, then all of the residents residing in the unit can be held responsible for the expense of repairing damage or loss done to the common area(s). If damage or vandalism occurs in a community area (such as sidewalk, stairway, hallway, breezeway, etc.) and Owner is unable to determine the responsible party, then floors, or entire buildings of residents may be charged for repairs and/or replacement of the damaged items at Owners sole discretion. In addition, residents can be held responsible for the expense of repairing damage or loss done to Community areas and/or excessive trash in the sidewalks, stairwells, hallways, breezeways, or other Community areas.

19. SOLICITATION: Soliciting is not permitted in the Community. Owner should be notified if a solicitor is seen in the Community. Resident cannot distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the Community without Owner's prior approval.

20. SPORT ACTIVITY: Team sports such as football, baseball, kickball, soccer, dodgeball, etc. are not permitted to be played in the Premises or parking areas. The use of water guns or water balloons is prohibited. Dart boards and darts are not allowed on the Premises. Violators will be held responsible for any damages.

21. FIRE HAZARDS: 1) Open Flames / Items which produce Heat: Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, gas grills, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs) must be supervised by Resident at all times during use and can never be left on unattended. Candles may not be burned in bedrooms. Candles used in common areas must be attended at all times. **2) Fire Alarms / Sprinklers:** In the event residents are given procedures for fire alarms, Resident and Resident's guests are required to adhere to all procedures. Resident is asked to consider fire safety regulations when decorating. In the case of a fire alarm sounding in the Community, Resident and Resident's guests are required to evacuate the building. If Resident sees smoke in rooms, hallways, or breezeways, keep low to the ground while moving to the nearest exit. Once Resident is out of the building, move away from the building and do not block emergency personnel and

equipment. Resident may not re-enter the building until Resident receives notification from the local officials or Owner. Failure to evacuate may result in fines and/or a default of the Contract. Resident and Resident's guest (s) must not tamper with, interfere with, or damage any alarm equipment and/or installation. In the event the Community has a fire sprinkler system, Resident acknowledges and hereby agrees that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If Resident triggers or activates the fire sprinkler system without the danger of fire being present, Resident will be responsible for all damages caused by the activation. Anyone found to falsely pull a fire alarm will be subject to criminal charges, a minimum fine of \$500.00, and/or a default of the Contract. **3) Extension Cords and Multiple Plugs:** An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

22. PEST CONTROL: Resident must promptly notify Owner of any known or suspected bug infestation. Resident must permit Owner, and Owner's pest control agents, access to the Unit at reasonable times for inspection and treatment. Resident must cooperate and not interfere with inspections or treatments. Owner has the right to select licensed pest control professionals to treat the Unit and building or adjacent Units or buildings as necessary. Owner may conduct extermination operations in the Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in accordance with applicable law. Resident agrees to perform the tasks necessary to prepare the Premises for extermination, including: (i) remove infants and young children from the Premises; (ii) remove contents from shelves and floors where pests have been seen; (iii) clean all cabinets, drawers, and closets in kitchen and pantry; (iv) do not wipe out cabinets after the treatment. Resident is solely responsible for notifying the Owner in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of insecticides. If the Premises are not prepared for a scheduled treatment date, Owner has the right to prepare the Premises and charge the Resident accordingly. Resident must request extermination treatments in addition to those regularly provided by Owner in writing. To reduce the possibility of pests, store all food in sealed containers; do not leave food or dirty dishes out; empty all cans and bottles and rinse them with water; remove trash immediately, and do not leave windows or doors open allowing pests to enter. If Resident fails to follow these provisions, Resident may be liable for damages and will be in default, and Owner will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Housing Contract. Resident may be required to pay all reasonable costs of cleaning and pest control treatment incurred by Owner.

23. PACKAGES: Resident gives Owner the right to accept packages on Resident's behalf and hereby releases Owner from all liability for accepting and storing packages. Owner will not be responsible for any damage, loss, or theft of packages. Owner will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Post Office. Packages will only be accepted for the Resident named on the Contract. Packages may only be picked up by the individual addressed on the package. A photo ID must be presented to pick up a package. No package will be released without Resident's signature. Packages not picked up in 30 days will not be held. Owner reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain package if Owner is not comfortable with accepting a particular package.

24. MAIL: The Mail Box is to be used jointly by all Roommates assigned to Resident's Unit. All mail to residents is delivered to the Community postal boxes. It is Resident's responsibility to make sure anyone who might send items to Resident has Resident's correct address which should be clearly marked with Resident's name and Unit number.

25. SATELLITE DISHES/ANTENNA: No satellite dish or antenna may be installed outside the Unit, such as on any parking area, roof, exterior wall, window, fence or common area. Resident will be responsible for paying any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Unit to its condition prior to the installation of the antenna or dish. DirecTV Satellite service is available only thru local installer, Security Solutions.

Amendments: Owner reserves the right at any time to amend these Rules and Regulations, with or without notice, as Owner shall in its judgment determine to be necessary for the care and cleanliness of the Community and for the preservation of good order, comfort and benefit of residents in general and for the efficient operation of the Community.

RESIDENT:

GUARANTOR:

Signature:	Signature:
Name Printed: «Resident_1»	Name Printed: «Guarantor_1»
Date:	Date:

OWNER:

Signature:
Name Printed: Sherwood Apartments, LLC
Date:

GUARANTY OF RESIDENT OBLIGATIONS

The purpose of this Guaranty is to express the terms upon which the Guarantor will guarantee all obligations of the Resident to Owner, including but not limited to, the Resident's obligation under the Housing Contract. 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:

The terms used in this Guaranty of Resident Obligations are defined:

- Housing Contract:** the "Contract", which term shall include the Housing Contract, the Community Addendum, the Rules and Regulations, the Guaranty of Resident Obligations, and all other applicable addenda referred to in the Contract or executed by the Resident or subject to completion as appropriate.
- Guaranty of Resident Obligations:** "Guaranty" shall be this document.
- Owner:** "Owner" shall be the Sherwood Apartments, LLC and the Community.
- Resident:** "Resident" shall be:
- Guarantor:** "Guarantor" shall be (the Resident's parent(s), legal guardian, person in the process of obtaining custody, or another sponsor).
- Community:** "Community" shall be Franklin Court Apartments (the "Community") located at 517 S Montgomery St, Starkville, MS 39759 (Community address).

Guarantor's Representations: The Guarantor hereby authorizes Owner to use reasonable and necessary means, including any consumer reporting agency, current and previous employer, current and former landlord, law enforcement agency, any check authorization agency, and state employment security agency, to release all information any of them may have about Guarantor. The Guarantor hereby releases all of these parties, including but not limited to the Owner and any agency designated by Owner, from any liability in connection with release of such information. The Guarantor hereby authorizes Owner to obtain and hereby instructs any consumer reporting agency designated by Owner to furnish a consumer report under The Fair Credit Reporting Act to Owner to use such consumer report in attempting to collect any amounts due and owing under the Housing Contract or the Guaranty of Resident Obligations or for any other permissible purpose. Owner may report unpaid rent, damages or other charges owed by Resident to the applicable credit reporting agencies for recordation on Guarantor's credit record.

Guarantee of Obligations: The Guarantor does hereby individually and unconditionally guarantee to Owner the full, punctual, and complete performance by Resident of all obligations of Resident to Owner under the Contract including, but not limited to, extensions or renewals of the Contract. Guarantor does hereby guarantee to pay all amounts owed pursuant to the Contract including, but not limited to, rent, late charges, property damage, repair costs, fees imposed pursuant to the Rules and Regulations, utility payments, attorney's fees incurred in the enforcement of the Contract, and all other sums which may become due under the Contract from Guarantor, as if Guarantor executed Contract as Resident whether or not Owner seeks recovery from Resident or other occupants of Resident's Unit. Guarantor expressly recognizes that Guarantor shall have no right to possession of the Premises identified in the Contract and that this Guaranty creates no obligation on Owner to provide any benefits whatsoever to Guarantor. This Guaranty shall be in force irrespective of the financial means of the Resident. In the event the Resident submits an executed Housing Contract but does not submit an executed Guaranty of Resident Obligations as and when required by Owner, Owner shall have the right to require the Resident to honor its obligations under and comply with all obligations of the Housing Contract.

Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought before the court sitting in the judicial district or circuit in which the leased Community is located, and Guarantor consents to personal jurisdiction of such courts and agree that they may be served with process by certified mail addressed to them at the address entered set forth in this Guaranty. Any actions to enforce this Guaranty shall be governed by the laws of the State in which the Community is located.

The Guarantor acknowledges that it shall have liability under this Guaranty, notwithstanding any of the foregoing: (i) that the Owner renews the Housing Contract, grants Resident extensions of time within which to pay amounts due or perform any of Resident's obligations under the Housing Contract, or the fact that the Guarantor was not notified of any changes or amendment to the Housing Contract; (ii) the failure of the Owner to seek recourse against or sue the Resident for any amounts due under the Housing Contract prior to requiring payment from the Guarantor; (iii) any belief that any other person was also going to sign or be obligated under this Guaranty; (iv) the inability of the Resident or any other guarantor to be responsible under the Housing Contract or this Guaranty by virtue of their legal incapacity, disability or bankruptcy; (v) the fact that the Guarantor was not given prior notice of the default by Resident under the Housing Contract. If the Resident has not yet reached the age of majority at the time Resident signs the Housing Contract, the Guarantor is valid notwithstanding any attempt by Resident to invalidate the Resident's contractual obligations because of the Resident's age.

Sherwood Apartments, LLC Privacy Statement: Sherwood Apartments, LLC knows that privacy is important to you. Sherwood Apartments, LLC's protection and use of your non-public personal information ("Personal Information") complies with federal privacy laws. Sherwood Apartments, LLC treats your Personal Information as confidential. Sherwood Apartments, LLC does not sell or rent your Personal Information for any purpose. Sherwood Apartments, LLC does not share your Personal Information in a manner that differs from what is described here without your prior consent. There are some third parties to whom Sherwood Apartments, LLC does disclose Personal Information in connection with the leasing of properties, including to provide your Personal Information to a designated agency to run a credit screening or in the event that the Resident or Guarantor defaults on the Housing Contract, Personal

Information may be provided to a collections agency to protect our rights. To ensure that your Personal Information remains confidential, Sherwood Apartments, LLC maintains your information in a secure location and safely disposes of records that contain Personal Information. Sherwood Apartments, LLC educates their employees about the importance of confidentiality and customer privacy, and takes appropriate disciplinary measures to enforce privacy practices.

Owner reserves all recourse, civil or criminal, in the event of a false or forged execution hereof.

GUARANTOR:

Signature:	
Printed Legal Name:	«Guarantor_1»
Date:	
Address:	
City/State/Zip:	
Social Security No.	
Driver's License No.	
State Issued:	
Monthly Income:	
Date of Birth:	
Phone No.	
Email:	

OWNER:

Signature:
Name Printed: Sherwood Apartments, LLC
Date: