

## RESIDENTIAL LEASE

This Lease Agreement (hereinafter called "Lease," "Lease Agreement," or "Agreement") is made the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ between Assembly Station Columbia, LLC (hereinafter called "Landlord" or "Owner") and \_\_\_\_\_ (hereinafter called ("Tenant" or "Resident"). Owner rents to Resident and Resident rents from Owner, apartment number \_\_\_\_\_ at Aspyre at Assembly Station, located at 1000 Whaley Street, Columbia, South Carolina 29201 (hereinafter called "premises" or "apartment") under the following terms and conditions:

- Possession:** Owner shall not be liable for damages for delay in possession. If there is a delay in delivery of possession, rent shall be abated on a daily basis until possession is granted. Such delay will not affect any of the other terms of this Agreement. If Resident does not move in once the premises is ready, Owner may sue for damages, including attorney's fees, and Owner may retain any deposits or monies of Resident in possession of Owner to apply toward Owner's damages. However, if the apartment the Resident has rented is not available for possession within thirty (30) days of the commencement date indicated below, then the Resident will have the option to declare this Lease null and void, in which event any security deposits or other deposits paid to the Owner by the Resident will be refunded to the Resident.
- Condition of Premises:** Resident accepts apartment in "as is" condition as suited for the use intended. Resident understands and agrees that the apartment, equipment and fixtures will be under the control of Resident, and agrees to keep said apartment, together with the fixtures and equipment therein, in a clean and sanitary condition. If any damage, beyond normal wear and tear, is caused by Resident or Resident's Guests, Resident agrees to pay Owner the cost of the repair as additional rent with the next rent payment. Resident may not remodel or structurally change the apartment, nor remove any fixture or equipment without prior written consent of Owner. Owner will utilize a checklist to confirm the condition of the premises with the Resident at the time of move-in, and will utilize the checklist at the time Resident vacates the premises to assist in determining damage to the premises, if any.
- Use:** Resident shall occupy the premises during the term of this Agreement and use the premises solely for Residential purposes. Resident shall not carry on any organized business for remunerative purposes from the premises. Any activity which interferes with or decreases the use and enjoyment of the Aspyre property by other Residents shall constitute a violation of this Agreement.
- Term:** The term of the Agreement shall begin on \_\_\_\_\_, \_\_\_\_\_ (the "commencement date") and end on \_\_\_\_\_, \_\_\_\_\_ (the "expiration date").
- Renewal:** Within 90 days after the commencement date of the Lease the Resident is required to notify the Owner of Resident's intent to renew the Lease Contract. Owner reserves the right to lease the apartment to others if notice is not received within the specified time frame. Failure to notify the Owner of intent to renew may result in Resident's loss of the apartment on the Lease expiration date. Owner is not obligated to notify Resident to renew the Lease.
- Security Deposit:** The security deposit, if applicable, is meant to secure the Resident's full and faithful performance of this Agreement. Upon termination of this Agreement by reason of Resident's default hereunder, by the expiration of term, by Resident's vacating the premises, or otherwise, Owner may deduct from the deposit an amount sufficient to pay: (a) any damages resulting from Resident's non-payment of any portion of total rent or non-fulfillment of the term of this Agreement; (b) any reasonable charges for cleaning and damages to the premises and Aspyre property beyond reasonable wear and tear for which the Resident is responsible; (c) any unpaid bills which become due by virtue of Resident's occupancy; (d) any costs of re-renting the unit after a breach of this Agreement by Resident; (e) any court costs incurred by Owner in connection with terminating the residency; and (f) any other damages which Owner may sustain. Application of the security deposit in order to satisfy all or part of Resident's obligations shall not prevent Owner from claiming damages in excess of the deposit. At the time Resident vacates the premises, Resident must provide Owner an accurate forwarding address so that Owner will be able to communicate with Resident about the security deposit in compliance with the South Carolina Residential Landlord-Tenant Code.
- Rent:** The annual rent for this apartment is \$\_\_\_\_\_. The annual rent may be paid in full on or by the commencement date indicated herein; otherwise, rent is payable in monthly installments each month in advance in the amount of \$\_\_\_\_\_. The first installment of rent shall be paid by Resident on or before the commencement date and the remaining installments of rent 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 installments of rent have been paid to Owner at the property manager'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 Agreement by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the rent. 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. Owner may offer to receive payments by ACH drafts, credit card, personal checks, or cashier's checks, and Owner reserves the right to charge reasonable processing fees as appropriate if Resident takes advantage of such payment methods. Owner shall have the right to refuse any tender of payment in cash. Payments made after the 5<sup>th</sup> day of the month must be paid by certified bank check or money order. If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the manager's office by the due date. Owner has the right to refuse to accept partial payments.

**IF YOU DO NOT PAY YOUR RENT ON TIME**

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.

8. **Late Charges and Returned Checks:** In the event any installment of rent or other payment due hereunder is not paid in full at the manager's office or electronically, on or before 11:59 P.M. on the 5<sup>th</sup> day of the month, Resident shall pay a late charge equal to 10% of the monthly base rent. Late charges are due and payable when assessed. If a Resident's check is returned, Resident shall pay Owner a \$30.00 fee as additional rent. This fee is due and payable immediately upon notification to Resident of such instance and shall be in addition to any late charges resulting from the check's failure to be paid. After a returned check, all future rental payments owed must be paid by certified bank check or money order.
9. **Guaranty:** If Resident is a minor, a full-time student, if Resident's gross monthly income is not equal to or more than three times the monthly rent, or for other reasons according to the discretion of the Owner, the Owner may require Resident to submit an executed Guaranty of rental and other Lease obligations. 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 Agreement and not a substitution of Resident's responsibilities and obligations hereunder. The Guaranty shall be valid for the entire term of this Lease Agreement, including extensions or renewals of this Agreement, and beyond, and, in fact, the obligations under the Guaranty shall continue as long as there are any monies, duties, responsibilities, or other obligations due and owing from the Resident to the Owner, regardless of the expiration of the term of this Agreement and/or extensions and renewals thereof.
10. **Termination/Early Move-out:** If Resident requests early termination of this Agreement, Owner will make every reasonable effort to accommodate Resident's request. However, the decision will depend on prevailing circumstances, and Owner does not guarantee that a request for early termination will be granted. A request for early termination must be provided in writing at least sixty (60) days prior to the requested early termination date. If the request for early termination is granted, the Resident will be required to pay a reletting charge of two month's rent, plus any concessions (if applicable), in addition to the normal rent through the termination date. The reletting charge of two month's rent will be due at least thirty (30) days prior to the agreed early termination date.
11. **Military Personnel Clause:** Resident may terminate the Lease Contract if Resident enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. Resident may terminate Lease Contract if Resident receives orders for permanent change-of-station or receives orders to deploy with military unit or as an individual in support of a military operation for 90 days or more. Resident must provide Owner with written military orders. Once Owner has received written military orders the Resident can vacate the apartment 30 days from the date the orders were received by the Owner. The Resident will be responsible to pay rent through the final 30 days. The Resident will not be required to pay a termination fee.
12. **Assignment, Subletting, or Transfer:** Resident shall not assign, sublet or transfer Resident's interest in this Agreement, or any part hereof, without prior written consent of Owner.
13. **Renewal:** As stated in paragraph 5, Resident must notify the Owner within ninety (90) days after the commencement date of Resident's intent to renew the Lease Contract. Failure to notify the Owner will result in possible loss of the apartment after the Lease expiration date. The Resident can notify the Owner of Resident's intent to renew prior to the ninety (90) day mark and remain in the same unit. If notice is not given by Resident within ninety (90) days after the commencement date, then the apartment is subject to be leased to another Tenant upon expiration of the Lease Contract.
14. **Abandonment:** In the event the apartment is abandoned, Owner shall have the right, without notice, to secure the apartment with new locks, to store or dispose of any property or personal possessions left in the apartment by Resident or Resident's Guests and Invitees, and to re-rent the apartment for new occupancy. Owner shall rely on applicable sections of the South Carolina Residential Landlord-Tenant Code to determine if and when an apartment has been abandoned. Similarly, if personal property has been left in an apartment after abandonment, the Owner will abide by the Landlord-Tenant Code in disposing of any such personal property.
15. **Hold Over:** Resident shall remove all of Resident's property and deliver possession of apartment in a clean condition and good order and repair to Owner upon termination, non-renewal or expiration of this Agreement. In the event Resident fails to vacate the premises after termination, non-renewal or expiration, then Resident shall pay Owner an amount equal to two times the then existing rental rate, prorated by the day for each day held over and beyond the termination, non-renewal or expiration of

this Agreement in addition to any other damages. After termination, non-renewal, or expiration of this Agreement, Resident shall be deemed to be a Tenant at will.

16. **Default by Resident:** If Resident fails to pay any rent or other charges as and when due hereunder, or if Resident abandons the apartment or fails to perform any of Resident's obligations hereunder, or if Resident violates any provision of this Agreement or any additional rules and regulations, or if Resident violates any criminal laws on the premises, regardless of whether arrest or conviction occurs, or if any facts contained in Resident's rental application are untrue or misleading, then, upon the happening of any said events, Resident shall be in default hereunder and Owner may at its option either (a) terminate this Agreement, or (b) terminate Resident's rights of possession without terminating this Agreement, by written notice to Resident. Resident shall surrender possession of the apartment upon the effective date of such termination notice and Resident shall be liable to Owner for, and shall indemnify Owner against, all rent loss and other expenses suffered or incurred by Owner as a result of Resident's default and the termination of this Agreement. Owner's application of the security deposit, if any, shall not relieve Resident of liability for any other rent, charges, damages or other costs which may continue to accrue. Owner will provide all notices and rights to cure which are required by the Landlord-Tenant Code, and Owner will otherwise generally comply with the Landlord-Tenant Code in all respects.
17. **Rules and Regulations:** By executing this Agreement, Resident acknowledges that Resident has read and agrees to abide by the property's rules and regulations. Owner reserves the right to make changes to the rules and regulations from time to time, and such amended rules and regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.
18. **Utilities and Services:** Resident shall pay for all utilities or services not included in the rent including, but not limited to, cable service, telephone service, additional internet service, and electricity service. Except for allocated or sub-metered utilities, all utilities and service paid for by Resident should be in Resident's name prior to Resident moving into the premises. 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 this Agreement. Should Owner pay any utility charges on behalf of the Resident, Resident shall be liable for such charges which shall be considered additional rent. Owner shall not be liable for injury, loss, or damage resulting from 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.
19. **Owner's Right of Inspection and Entry:** Resident agrees that Owner shall have the right of entry to apartment without notice for inspection and maintenance during reasonable hours. Even though the Owner has the right to enter the apartment without notice, when possible, Owner will provide notice. Reasonable hours for such things as routine inspection and maintenance, shall be from 8:00 AM until 5 PM. In case of emergency, Owner may enter at any time without notice to protect life and prevent damage to the property.
20. **Resident's Property and Renter's Insurance:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, clothing, and valuables kept by Resident in or about the premises. Owner shall not be liable to Resident or Resident's Guests for any damage, injury, or loss to person or property from 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. 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. Resident should also acquire and maintain liability insurance.
21. **Notices:** Any notice required by this Agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail (a) if to Resident, to the apartment or Resident's last known address; (b) if to Owner to the property manager's office on the premises. Any notices related to a renewal or extension of term must be signed by both Owner and all Residents of the unit.
22. **Move-Out Procedure:** The move-out date cannot be changed unless Resident and Owner agree in writing. Unless proper renewal is in place, Resident must vacate the premises on the Lease Expiration date. Resident shall thoroughly clean the apartment, including but not limited to the doors, windows, bathrooms, kitchen appliances, countertops, floors, and patio. Resident will be liable for reasonable cleaning charges if apartment is not cleaned prior to Owner inspection. Resident will be liable for repairs or replacements for any damages caused by negligence, carelessness, accident, or abuse, including, but not limited to, stickers, scratches, tears, burns, stains, or unapproved holes.
23. **Security:** No security system is failsafe. Even the best system cannot always prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. Owner may from time to time implement measures intended to enhance security for Residents at the property. However, such measures on the part of the Owner may not be construed as a guarantee or warranty, neither express nor implied, from the Owner as to Residents' security. The best safety measures are the ones Resident performs as a matter of common sense and habit.

24. **Indemnification:** Resident releases Owner and its affiliates, officers, directors, shareowners, employees and agents thereof from liability for and agrees to indemnify Owner against all losses incurred by Owner as a result of (a) Resident's failure to fulfill any conditions of this Agreement; (b) any damage or injury, occurring in or about the premises, to Resident or Resident's Guests or Invitees; (c) Resident's failure to comply with any requirements imposed by any government authority; and (d) any judgment, lien, claim, or other encumbrance filed against the Owner, Owner's agents and others affiliated with Owner, or the apartment real property as a result of Resident's actions.
25. **Casualty:** In the event of 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 or Invitees, the premises may be promptly restored and repaired by Owner and any installments of rent for the period that premises is not livable shall abate. However, if the premises is substantially destroyed, then this Agreement may be terminated by Owner, in which event the remaining unpaid installments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying any installment of rent if the damage or destruction to the premises is the result of or attributable to Resident or Resident's Guests and Resident shall be charged as additional rent for the cost incurred by the Owner of any repairs or clean-up.
26. **No Estate in Land:** This Agreement creates only the relationship of Landlord and Tenant between Owner and Resident; Resident has a usufruct only and not an estate for years; and no estate shall pass from Owner.
27. **Lender's Rights:** Resident's rights under this Agreement shall at all times be subject to and subordinate to any deed to secure debt, mortgage, or any other security instrument which is now or shall hereafter be placed on premises of which apartment is a part. If requested, Resident shall execute promptly any certificate the Owner may request specifically to implement the subordination of Resident's Lease.
28. **Water Intrusions or Damage:** Resident acknowledges that, at the commencement of Resident's occupancy of the premises, Resident has inspected the premises and has found it to be free of mold and mold related conditions. Resident acknowledges the importance of good housekeeping, adequate ventilation and moisture control in Resident's use of the premises, and agrees 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 condition occurs; (b) to not block or cover heating, ventilation or air conditioning ducts in the premises and to operate the HVAC system in a reasonable manner so as to maintain temperatures in the premises between 72 and 78 degrees Fahrenheit; (c) to notify Owner in writing immediately upon discovery or occurrence in the premises of any evidence of a water leak or excessive moisture, any evidence of mold or mildew like growth, any failure or malfunction of the HVAC system or exhaust fans in the premises, and any inoperable windows and doors in the premises; (d) to use bathroom fans while bathing or showering, kitchen fans while cooking, and utility area fans while water is being used; (e) to allow a minimum of six inches space between furniture and walls for proper air ventilation; and (f) to use all reasonable care to close all windows and other openings to the premises to prevent rain and other outdoor water from entering the premises. 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 immediately upon the discovery of water intrusion, water damage or mold in the premises. Resident hereby releases Owner from any claim, loss or liability arising from such water intrusion, water damage, or mold, including, but not limited to, any claim, loss or liability arising from Resident's failure to notify Owner as required herein.
29. **Addenda:** Resident acknowledges that all addenda are considered to be part of this Agreement. Any addendum referenced in this Agreement including, but not limited to the application for residency, schedule of fees, Guaranty Agreement (if applicable), Aspyre Rules And Regulations, Pet Addendum (if applicable), Move-in Move-out Form, and all other addenda are hereby incorporated by reference as part of this Agreement.
30. **State Law:** The law governing this Agreement is the law of the State of South Carolina.
31. **Joint and Several Liability:** Each Resident who signs this Agreement understands that liability hereunder is joint and several with every other Resident who signs this Agreement.
32. **Entire Agreement and Severability:** This Agreement and any addenda constitute the entire Agreement between the parties and no prior, concurrent, or subsequent oral statements shall be binding. If any provision of this Agreement is invalid such provision shall be considered deleted from this Agreement, and shall not invalidate the remaining provisions.

<b>OWNER</b>	<b>RESIDENT</b>
Name Printed:	Name Printed:
Signature:	Signature:
Date:	Date:
<b>CO-RESIDENT</b>	<b>CO-RESIDENT</b>

Name Printed:	Name Printed:
Signature:	Signature:
Date:	Date:
<b>CO-RESIDENT</b>	<b>CO-RESIDENT</b>
Name Printed:	Name Printed:
Signature:	Signature:
Date:	Date:



### Rules and Regulations

Resident shall comply with the following rules and regulations as well as any additional rules or regulations posted in the common areas of the Aspyre property with respect to Resident’s conduct in, on, and around the Aspyre property and premises. Resident also agrees to abide by all Federal, State, and municipal laws, ordinances, regulations, or orders. This document is incorporated into the Lease Agreement between Resident and Owner and Resident agrees to abide by these “Rules and Regulations” for the purpose of preserving the welfare, safety, and convenience of the Tenants in Aspyre at Assembly Station, for the purpose of making a fair distribution of services and facilities for all Residents and for the purpose of preserving Owner’s property from abusive treatment. A violation of these Rules and Regulations may be deemed a default of the Lease by Resident, and may result in termination of the Lease Agreement. Owner shall have the right, in the event of violations of the Lease Agreement or Rules and Regulations, to assess a fine for each violation. All other fines identified in the Lease Agreement, Rules and Regulations, or other Lease Addenda apply as indicated otherwise; standard fines will be assessed as follows:

- First: Written warning outlining the violation if, after investigation, the complaint is determined to be of merit.
- Second Offense: \$25.00 fine if the complaint is investigated and determined to be of merit; fine must be paid within 10 days of notification.
- Third Offense: \$50.00 fine if the complaint is investigated and determined to be of merit; fine must be paid within 10 days of notification.
- Fourth Offense: \$100.00 fine and Potential Default of Lease if the complaint is investigated and determined to be of merit; fine must be paid within 10 days of notification. Resident’s Guarantor (if applicable) may be notified, and Owner may, but is not obligated to, terminate Resident’s Lease.
- Other: Please see paragraphs 2 and 6 below for fines specific to pets and emergency equipment.

1. **General Conduct of Residents, Guests, and Invitees:** Resident agrees to handle his/her communications and conduct with management, all other Residents, occupants, Guests, or Invitees in a lawful and courteous manor. Resident shall not engage in any abusive verbal or physical behavior or intimidation or aggression. Violations shall constitute default on part of Resident. Each Resident is entitled to have up to three Guests on the premises in the common areas at any given time and accepts liability for any violation or breach of Rules and Regulations/ Lease Agreement committed by Resident’s Guest(s) or Invitee(s).
2. **Pets:** Resident shall not have or allow any animal to be on the premises or Aspyre property without prior written consent of Owner. Resident must complete a Pet Addendum and pay the \$325.00 Non-Refundable pet fee to have a pet on the premises. Resident will be assessed a \$500.00 fine (in addition to the \$325.00 Non-Refundable pet fee) for having an unregistered pet on the property; furthermore, having an unregistered pet on the property will constitute a default of the Lease. All pets must be leashed at all times outside of the Resident’s apartment and are not permitted in the courtyards or common areas. No animals (including mammals, reptiles, birds, fish tanks over 30 gallons, rodents, and insects) are allowed, even temporarily, anywhere in the apartment, in common areas, or elsewhere on Aspyre property unless Owner has so authorized in writing.
3. **Unlawful and Disturbing Noises/Practices:** Due to the multi-Tenant nature of the Aspyre property, offensive or disruptive noises or odors of any kind are prohibited on the Aspyre property. Also prohibited are loud, offensive, or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep, or enjoyment of other Residents and Resident’s Guests in the Aspyre property (including, but not limited to excessive volume from televisions, stereos, parties, people, household pets, repairs, improvements, instruments, and computers, etc.) All common areas, including the manager’s office, club room, fitness center, and all courtyards are subject to quiet hours between 10:00 P.M. and 9:00 A.M. on weekdays and 12:00 midnight and 9:00 A.M. on weekends.
4. **Smoking:** Smoking is strictly prohibited in all common areas of the property.
5. **Alcoholic Beverages:** Possession and consumption of alcoholic beverages must be in full compliance with local, state, and federal laws and regulations. Conduct that infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Common source alcohol containers in excess of three gallons

are prohibited and the sale of alcohol is prohibited. Owner reserves the right to confiscate any alcohol that is present on the Aspyre property in a manner that violates these Rules and Regulations and/or local and federal laws.

6. **Fire Alarms/Sprinklers:** The sounding of a fire alarm should be taken seriously and Resident, Resident's Guests, and Invitees are required to evacuate the building and move away from it without blocking emergency exits, personnel, and equipment. Failure to evacuate may result in fines. Fire warning devices and safety equipment are to be used only in case of emergency. The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be reported to the appropriate police agency as a criminal offense, as appropriate. Additionally, the Resident will be responsible for any charges from any responding emergency agency, such as a fire department, and the Resident will be assessed a \$300.00 fine by the Owner, and the Resident will be deemed in default of the Lease.
7. **Extension Cords/Multiple Plugs:** Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-pronged type and must be UL approved.
8. **Combustible Materials and Heaters:** No goods or materials of any kind or description which are unusually or abnormally combustible or which would increase normal fire risk shall be kept or stored in the apartment, nor shall such items be taken or placed in storage, balcony, patio, or parking areas. Resident may not use gas, kerosene, or electric heaters or any other heater other than the apartment's built-in heating system. Grilling and the usage or storage of outdoor grills are not allowed on balconies either with charcoal or gas grills. Owner shall not and Resident shall be responsible for any loss or damage due to the use, storage or keeping of such materials.
9. **Balconies:** Balcony shall be kept neat and clean at all times. No items shall be stored, hung, or draped on railings or other portions of balcony. Grills and materials which are unusually or abnormally combustible are strictly prohibited. Satellite dishes and antennas are permitted with proof of insurance. Reference #27 for further satellite and antenna rules.
10. **Mechanical Closets:** Residents will not use any mechanical closet for storage of any type.
11. **Resident's property and Renter's Insurance:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, clothing, and valuables kept by Resident in or about the Premises. Liability insurance is also recommended.
12. **Water Beds/Hot Tubs/Fish Tanks:** Resident shall not have or keep any water beds or hot tubs in the apartment without prior written permission of Owner. Fish tanks/aquariums can be no larger than 30 gallons; violations will result in fines.
13. **Light Bulbs:** Resident is responsible at Resident's expense for replacing bulbs in devices that do not belong to Aspyre. Resident may not remove exterior lights or globes and colored bulbs are not permissible in exterior light fixtures. Resident must make sure replacement bulbs comply with each fixture's wattage requirements. Resident may request Owner's assistance at no charge for replacing bulbs that are hard to reach or inaccessible.
14. **Trash:** Trash chutes are located in the corner of each floor of the parking garage and are for household trash only. No furniture, boxes, or construction debris is permitted. Recycling bins are located on the Heyward side of the property for paper, glass, aluminum, and plastic only. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items are not allowed in hallways, common areas, or anywhere on the Aspyre property. These items must be placed in the trash chute and it is Resident's responsibility to properly dispose of these items. If Owner must remove any discarded items or personal property at any time, the total cost will be charged back to Resident at the rate of \$25.00 per trash bag removed, and \$25.00 per incident for cigarette butts found near or around Resident's balcony and entry door.
15. **Pest Control:** Owner may conduct extermination operations in the premises as needed to prevent insect infestation. Resident is solely responsible for preparing the premises for extermination and notifying Owner in writing of any health concerns related to extermination and the use of insecticides. If the premises are not prepared for scheduled treatment date, Owner has the right to prepare the premises and charge the Resident accordingly. Currently the service is provided every Tuesday of each month beginning at 11:00 A.M.
16. **Parking:** Deck parking is available to Residents only on a first come, first serve basis by permit decal. Charges may apply for replacement of lost permits. Permits must be visible and displayed in the designated area, and any vehicle without the appropriate sticker/decal is subject to towing at Resident's expense. Motorcycles, campers, recreational vehicles, boats, trailers, mobile homes, buses, commercial vehicles, mechanized equipment, or any vehicle exceeding the parking garage height limit may only be allowed on the premises with Owner's prior written approval. Vehicles must be kept in operating repair and must have current license plates required by law. Owner may, at Owner's discretion, remove any non-operating vehicles (including those with flat tires) and charge the expense to Resident. Vehicle repairs are not permitted on the premises. Parking access is limited to one parking sticker and one FOB (one vehicle) with parking access per bedroom in the allotted floor plan, unless prior consent is given by Owner. The replacement charge for a lost or stolen FOB is \$25.00. The Owner is not responsible for any damage or liability for misuse of the access/entry gates on the property.
17. **Locks & Keys:** Owner shall furnish 1 key to each Resident on the Lease Agreement for the entry door and mailbox. If a key is lost or stolen, a fee of \$75.00 will be charged for a lock change, due immediately; also, there will be a \$5.00 charge for replacement of the entry door key; replacement mailbox keys must be obtained from the U.S. Postal Service. Keys and access devices belong to the Owner and must be returned to Owner by the end of the Lease Term. Locks shall not be changed or added at the premises without prior written consent of the Owner.
18. **Resident must comply with posted Rules and Regulations.**
19. **Solicitation:** For the Resident's protection against fraudulent sales and annoyance, solicitation and/or canvassing of any kind, without prior written consent, is not permitted on the Aspyre property. Resident is required to obtain permission from Owner for any such activity, and should notify Owner if any solicitation is seen on the Aspyre property.
20. **Returned Checks:** A returned check charge of \$30.00 will be assessed for any check returned unpaid. After a returned check, all future payments must be made by certified bank check or money order.

21. **Packages:** Owner will not accept packages on Resident's behalf, nor will Owner be responsible for any damage, loss, or theft of packages. Delivery services will attempt delivery to Resident's apartment, and should be contacted for policy or further information and delivery instructions.
22. **Resident Storage Areas:** Additional storage space can be leased from the Owner. Storage areas shall be used solely for the purpose of storing personal property belonging to the Resident. Explosives, or flammable, odiferous, noxious, corrosive, hazardous, or pollutant materials or any other goods in the storage space that would cause danger or nuisance to the storage space or the Aspyre property, or cause an increase in insurance premiums are explicitly prohibited. Storage areas are not climate controlled and the Owner is not responsible for any damage, theft, or loss to personal property.
23. **Bicycles:** Residents may not hang bicycles from the ceilings, walls, or balconies anywhere in the apartment. Riding bicycles in the hallways or breezeways of the building is strictly prohibited. Bicycles left in common areas shall be deemed abandoned by Resident and may be disposed of by Owner according to applicable law. Bicycle racks are available upon a first come first serve basis and storage units are available for a monthly fee.
24. **Property:** Resident may not remove any of Owner's property including, but not limited to, furniture (if applicable)/appliances, blinds, ceiling fans, etc., from public areas or the apartment. Resident will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) without Owner's prior written consent.
25. **Windows, Doors, and Walls:** Windows and doors shall not be obstructed by Resident. Any window treatment installed by Resident should have white backing. Window treatments should be removed by Resident upon move out and damage to the premises shall be repaired by Resident at Resident's expense. Use of foil and other similar materials considered unsightly, including but not limited to neon/flashing signs, flags, and signs/advertisements, on windows is strictly prohibited. Under no circumstance should anything be attached to or hung from the ceilings or windows including, but not limited to posters, sheets, parachutes, fishnets, stickers, or materials of any kind. Resident shall not leave windows or doors open during inclement weather. All decorations should be of a temporary nature and not permanently deface or damage Resident's apartment. Adhesive materials may not be attached to any surface of the apartment. Floor mats are prohibited outside of front door.
26. **Apartment use and Rules:** Resident will not use any part of the Aspyre property for any commercial business or purpose. Resident will use and occupy apartment, all common areas, and all other areas of the Aspyre property whatsoever in compliance with all local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction. Resident will abide by Landlord's rules, regulations, and policies relating to Guests as stated in the Lease or as may be posted from time to time.
27. **Satellite and Antenna:** Under Federal Communications Commission rules, Residents have a limited right to install a satellite dish or receiving antenna on the leased premises. Assembly Station Columbia, LLC, and Holder Properties, as rental housing Owners and Managers of the Aspyre property, are allowed to impose reasonable restrictions relating to such installation and require strict adherence to the conditions outlined below:  
 Only one satellite dish or receiving antenna may be installed on the leased premises. A satellite dish may not exceed one meter (3.3 feet) when it is measured across its widest part. An antenna may receive, but not transmit signals. The location of the satellite dish or antenna is limited to inside the dwelling, or in an area outside the dwelling such as a balcony, patio, yard, etc. of which Resident has exclusive use under the Lease and may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence, common area, or area that other Residents use. The installation: Must comply with reasonable safety standards; may not interfere with or be connected to the Aspyre property's cable, telephone or electrical systems or those of neighboring properties. If required by state or local municipalities, the appropriate permits must be obtained prior to installation. If placed in a permitted outside area, the dish or antenna must be safely secured buy one of two methods: 1. securely attaching it to a portable, heavy object such as small slab of concrete; 2. any other method approved in writing by the Property Manager. No other methods are allowed and the dish must be mounted in such a manner that it cannot become dislodged. Reasonable screening of the satellite dish or antenna by plants, etc., may be required provided the screening does not impair reception. Under FCC rules, Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If the dish or antenna is located outside the dwelling (balcony, patio) the signals received by it may be transmitted to the interior of Resident's dwelling only by the following methods: 1. Running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; 2. Running a traditional or flat cable through a pre-existing hole in the wall (provided Resident does not enlarge the hole to accommodate the cable) ; 3. Connecting cables through a window pane (similar to an external antenna for a cellular phone connected to inside wiring by a device glued to either side of the window); 4. Wireless transmission of the signal from the dish or antenna to a device inside the dwelling; or 5. Any other method approved in writing by the Property Manager. Resident will have the sole responsibility for maintaining Resident's satellite dish, antenna, and all related equipment. The satellite dish or antenna and other related equipment must be removed upon move-out. The damage and cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Resident's satellite dish, antenna, or related equipment will be assessed. As authorized by FCC rules, evidence of liability insurance must be provided to protect Assembly Station Columbia, LLC, and Holder Properties against claims of personal injury and property damage to others, related to the satellite dish or antenna. **The insurance coverage must be at least \$25,000.** By signing this Agreement, Resident agrees to indemnify and hold harmless Assembly Station Columbia, LLC, and Holder Properties against any and all claims. The satellite dish or antenna is installed and operated at Resident's own risk. Installation of the satellite dish or antenna may begin once Resident: 1. Signs this Lease; 2. Provides written evidence of the liability insurance; 3. Receives Manager's written approval of the person or company who will do the installation and 4. Obtains any applicable permits.
28. **Common Areas/Amenities:** Amenities and courtyards are made available by Owner and intended for use by Residents and Guests under supervision of Resident. Resident and Guests must comply will all written rules and regulations regarding each facility. The use of all amenities and courtyards shall be at Resident's own risk and use may be regulated, denied, or restricted by Owner without prior notice. Resident is required and warrants that Resident shall personally supervise all Guests and Invitees

and their every use of the premises, amenities, and courtyards and Resident is completely responsible for the safety, negligence, and all acts of Resident's Guests. Resident understands that Owner will not provide supervision of the Guests. Smoking is prohibited in all common areas at all times. Resident agrees not to obstruct common areas, amenities, courtyards, or hallways in any way.

29. **Mail Center:** Replacement keys for mailboxes must be obtained from the U.S. Postal Service. Please utilize the trash can in the Mail Center for discarded mail only; failure to follow this rule may result in a \$25.00 trash fine.
30. **Business Center:** Food and drink are expressly prohibited, documents must be saved on Resident's own storage device, no programs or documents should be downloaded to hard drives, and settings on computers should never be changed or tampered with.
31. **Club Room:** Residents may have a limit of three Guests per Resident, and Resident is fully responsible for any damage or trash left after use. The club room is open from 8:00a.m – 11p.m Sunday – Thursday and 8:00a.m – 12:00 midnight Friday-Saturday. The club room may be rented for private use with completed application, non-refundable application fee, and refundable security deposit; contact Owner for further details.
32. **Grills** in common areas should be turned off and cleaned after each use. (Resident's private grills are prohibited). Each Resident is responsible for proper use and cleaning of grills. Grills are available on a first come, first serve basis. Damaging or tampering with grill equipment is strictly prohibited.
33. **Lawn Sports/Activities:** Recreational equipment (horseshoes, etc.) is available to borrow from the management office and should be returned after each use in good condition to avoid fines or replacement costs.
34. **Fitness Center:** Operational 24 hours, 7 days a week (except when equipment is being serviced). All equipment is limited to 30 minutes continuous use per machine and should not be used for personal training or coaching sessions. Children under the age of 18 are not permitted in the fitness center. In case of emergency, call 911 immediately. **Waiver of liability:** In consideration of the right to use the fitness facilities provided by the Owner at this property, the Resident acknowledges and agrees that neither the Owner nor the Owner's Affiliates, which include principals, legal representatives, affiliates, agents, employees, assignees, successors, successors in title, partners, shareholders, officers and directors ("Released Parties") shall be liable for claims, demands, costs, or expenses arising out of any personal injury, property damage, or loss which may be sustained by the Resident, Resident's Guests or others, regardless of how such injuries or damages were caused, and regardless of who caused such injuries and damages. In this regard, the Resident hereby agrees to assume all risk and to hold the Owner and all Released Parties harmless and indemnify and defend same against any and all claims, liabilities, damages, liens, and expenses including, without limitation, reasonable attorney's fees, arising directly or indirectly from any such occurrences. Only Residents of the Aspyre property may use the facilities. No visitors are allowed unless accompanied by a Resident. In addition to any rules/regulations posted in the facilities, the following rules must be observed at all times: All equipment must be used in accordance with the instructions. Smoking, pets, or alcoholic beverages are not allowed. Proper attire must be worn at all times. Equipment shall not be removed from the facilities. Do not leave clothes, towels, or personal articles in the facilities. Please keep the fitness center safe and clean. If any of the above rules or rules posted in the facilities is violated, Owner reserves the right to refuse access to these facilities.
35. **Swimming Pools:** The pool areas are open between 9:00 A.M. and 10:00 P.M. In addition to the pool rules posted inside the swimming pool area, when using the pool: (a) be safe as there is no lifeguard on duty and Resident and Guests will be swimming at their own risk; (b) no diving; (c) an adult must supervise all children under the age of 14 at all times; (d) swim diapers are required for infants and toddlers and no disposable diapers of any type are allowed in the pool; (e) do not enter the water with skin conditions or cuts that require bandages; (f) no animals (other than canine assistance) are allowed in the pool area and no animals are allowed in the pool; (g) If an accident involving bodily fluids occurs in the pool or pool area, please contact the property manager immediately; (h) no glass of any kind is allowed on the amenity deck; (i) food and drink are allowed in the pool area but must be disposed of properly; (j) no jumping into the pool from balconies; (k) no electrical appliances (telephone, radio, TV, etc.) within five feet of the pool; (l) if an injury occurs in the pool or pool area, please call Emergency 911 immediately.
36. If any provision, language, term, or requirement contained in this document is deemed contrary to controlling law, repugnant, or unenforceable, that part of this document will not invalidate the remainder of this document; rather, the unenforceable portion shall be deemed severed, and the remainder of this document shall continue to be valid and enforceable, and shall be in full force and effect, and to this end provisions of this document are severable.

**I HAVE READ AND I UNDERSTAND THESE RULES AND REGULATIONS, AND I AGREE TO ABIDE BY AND BE BOUND BY THE TERMS CONTAINED HEREIN.**

<b>RESIDENT</b>	<b>CO-RESIDENT</b>
Name Printed:	Name Printed:
Signature:	Signature:
Date:	Date:
<b>CO-RESIDENT</b>	<b>CO-RESIDENT</b>
Name Printed:	Name Printed:
Signature:	Signature:
Date:	Date:

<b>CO-RESIDENT</b>	<b>Aspyre Representative</b>
Name Printed:	Name Printed:
Signature:	Signature:
Date:	Date:

SAMPLE