

# 2010-2011 ANNUAL LEASE

## UNIVERSITY HIGHLANDS STUDENT APARTMENTS

Appalachian Student Housing Corporation (ASHC)

289 Ambling Way

Boone, NC 28607

PHONE (828)263-0100 FAX (828)263-0200

### APPLICATION INSTRUCTIONS

- Complete the entire **Rental Application**. (2 pages)
- Read and complete the **Lease Agreement**. (11 pages)
  - Page 1: Insert date, student's name, and bedroom selection (by initialing).
  - Page 11: Student to sign and date.
- Read and complete the **Lease Addendum**. (3 pages)
  - Page 3: Student to sign and date
- Have a parent or guardian read and complete the **Guaranty of Lease**. (2 pages)
  - Page 1: Insert student's name and bedroom selection (by initialing).
  - Page 2: Guarantor's signature must be notarized.
- Provide a **\$200 security deposit check** made payable to **University Highlands** and a separate **\$100 non-refundable administrative fee check** made out to **University Highlands**.

Return all completed forms along with your two checks to:

**University Highlands Student Apartments**

289 Ambling Way

Boone, North Carolina 28607

**UNIVERSITY HIGHLANDS STUDENT APARTMENTS**

Appalachian Student Housing Corporation (ASHC)

289 Ambling Way

Boone, NC 28607

PHONE (828)263-0100 FAX (828)263-0200

**RENTAL APPLICATION**

Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
\_\_\_\_\_

Permanent Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Current Local Address: \_\_\_\_\_  
\_\_\_\_\_

ASU Student ID # \_\_\_\_\_

ASU E-Mail Address: \_\_\_\_\_

Will this be your first semester at ASU?      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Anticipated Major: \_\_\_\_\_

Class as of Fall 2010 (Circle One):      Fr   So   Jr   Sr   Grad   Age: \_\_\_\_\_

Smoker:      \_\_\_\_\_ Yes      \_\_\_\_\_ No

**NOTE: Smoking is prohibited inside any building at University Highlands**

Please list below any of your special interests, organizational memberships, personal preferences, or any other information that will assist in roommate selection.

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**Office Use:**      \_\_\_\_\_      \_\_\_\_\_  
                         **Apartment**                      **Room**

Father: \_\_\_\_\_ Mother: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

By signing this application, I certify that all information provided is correct to the best of my knowledge. **I understand that a security deposit of \$200 must be submitted with this application along with a non-refundable administrative fee of \$100.** I also understand that once I have submitted this application, the \$200 security deposit will not be released until the end of the lease term for which I am liable. **By signing below, I agree to the following:**

- I understand that ASHC cannot guarantee roommate compatibility.
- I understand each room within the apartment will be leased and occupied.
- I understand ASHC does not require my permission to lease or show to perspective renter's vacant rooms in the house to which I am assigned.
- I understand I will have to vacate my bedroom at the end of the lease term on **July 31, 2011** and if I sign a new lease, I will not be allowed to occupy again until the start date of the new lease.
- I understand smoking is prohibited inside any building at University Highlands

By: \_\_\_\_\_  
Applicant Date

By: \_\_\_\_\_  
ASHC Representative Date

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**UNIVERSITY HIGHLANDS STUDENT APARTMENTS**

Appalachian Student Housing Corporation (ASHC)  
289 Ambling Way  
Boone, NC 28607  
PHONE (828)263-0100 FAX (828)263-0200

**LEASE AGREEMENT**

THIS LEASE, made this \_\_\_\_\_ day of, \_\_\_\_\_ 2010, whereby Appalachian Student Housing Corporation ("ASHC"), a North Carolina not for profit corporation, hereinafter referred to as "Landlord," does hereby lease unto \_\_\_\_\_, hereinafter referred to as Tenant, a bedroom, hereinafter referred to as the Bedroom, in the premises at 289 Ambling Way, Boone, North Carolina, 28607, along with the right to use in common with other tenants of the apartment and such tenants' agents and guests, the living room, kitchen and any bathroom(s) located within the apartment not leased to another tenant for that tenant's exclusive use within said apartment, with the Bedroom and those portions of the Apartment which Tenant may use in common with others being hereinafter referred to as the Premises, for a period commencing on **August 21, 2010**, and ending on **July 31, 2011**, at a total base rental of **(initial apartment selection)**:

\_\_\_\_\_ **Two Bedroom: \$6,360** payable in twelve equal installments of **\$530**

\_\_\_\_\_ **Four Bedroom: \$5,520** payable in twelve equal installments of **\$460**

in advance, without notice, deduction, setoff, or demand. The first installment is due at move-in and the remaining installments are due on the first day of each month following the lease commencement date:

This Lease is on the following terms, covenants, rules, and regulations which the Landlord and Tenant agree to keep and perform.

LANDLORD AND TENANT AGREE AS FOLLOWS:

1. SECURITY DEPOSIT: Landlord hereby acknowledges receipt from Tenant of the sum of \$200.00, paid prior hereto, to be held as security for the faithful performance by the Tenant of the covenants, conditions, rules and regulations contained herein. **The security deposit shall be placed by the Landlord in an interest-bearing account with Branch Banking and Trust Company, Boone, North Carolina 28607, and any interest thereon shall be the property of the Landlord.** The Security Deposit, or any portion thereof, may be withheld for unpaid rent, cleaning charges, damage due to breach of this Lease or for damage by Tenant or the Tenant's agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due, in accordance with the terms hereof. The Tenant shall have the right to be present when the Landlord, or the Landlord's agent, inspects the Premises in order to determine if any damage was done to the

**Lease Agreement**  
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Premises. In the event of sale or transfer of the Premises by Landlord, the Landlord shall have the right to transfer, in accordance with applicable law, the Security Deposit to the vendee, or other transferee, and Landlord shall be released by Tenant from all liability for the return of such Security Deposit and Tenant shall look to Landlord's transferee solely for the return of said Security Deposit. It is agreed that this shall apply to every transfer or assignment made of the Security Deposit to any such transferee. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant without the prior written consent of Landlord and any attempt to do so shall be void.

The Tenant shall have a right to receive, by first class mail, delivered to the last known address of the Tenant, a written list of the charges against the Security Deposit claimed by the Landlord, within thirty (30) days after the termination of the tenancy and delivery of possession by Tenant. The Landlord shall be further obligated to return any unused portion of the Security Deposit, by first class mail, addressed to the Tenant's last known address within thirty (30) days after the termination of the tenancy.

2. ADMINISTRATIVE FEE: There is a one time non-refundable administrative fee of \$100 which, once paid, will be waived for subsequent years if the tenant signs consecutive leases.

3. DEFINITION OF RENT: Rent is defined as the total base rental for the term of the Lease, payable in twelve equal installments.

4. PAYMENT OF MONTHLY INSTALLMENTS OF BASE RENT: Rent is due on the first day of each month and is payable through the fifth day without a late fee. Occupancy shall not be granted without prior payment of the first month's installment payment on base rent and delivery of a properly executed and duly enforceable Parental Guaranty. Tenant shall pay the rent at the Landlord's office or at such other place as may be designated by the Landlord. Except as may otherwise be required by law, or by the Landlord, all installment payments made by Tenant to Landlord shall be by check or money order. Should any check given by Tenant to Landlord be dishonored by Tenant's bank, Landlord shall have the right to require that all future installment payments, except as may otherwise be required by law, be paid by money order or certified check. Landlord shall provide Tenant, upon request, a written receipt for all monies or payments received by the Landlord from the Tenant. Installment payments will be accepted by the Landlord during Landlord's business hours as same may be posted, from time to time, at Landlord's business office.

5. UTILITIES: Landlord will pay all charges for basic cable, data connection, water, sewerage, and electricity used in the Apartment during the term of this Lease, and any extension thereof. Tenant shall, however, for each three month period in which the total of such charges exceed allowable limits established by Landlord, immediately reimburse Landlord, as additional rent, Tenant's Pro rata portion of such excess utility charges. Landlord agrees to bill the Tenant on or about the 25<sup>th</sup> of the month following the end of each three month

period for the amount due from Tenant on the first of the following month. Landlord further agrees to make available utility bills and calculations determining Tenant's pro rata share in landlord's office on the same day the bills are mailed and for seven days thereafter. **The tenant's share will be computed as follows: The electricity bills paid by the Landlord during the previous three months for the said Apartment will be totaled. Any amount exceeding a \$350 three month electricity allowance for Two Bedroom apartments and a \$400 three month electricity allowance for Four Bedroom apartments will be divided and charged equally to each tenant of the Apartment.**

6 LATE CHARGE: Tenant will pay a charge of five (5%) percent of the monthly rent installment payment as a late charge in the event that Tenant shall fail to pay, both while occupying the Premises and after vacating same, any installment for a period of five (5) days beyond the date on which it became due and payable. This shall not constitute a waiver of the Landlord's right to institute proceedings to collect any unpaid monthly installment payments, or for damages and/or repossession of the Premises for non-payment of any installment of rent.

7 BANK RETURNED CHECKS: Installment payments made by check which do not clear the bank cost the Landlord additional expenses for bookkeeping and clerical services and therefore, Tenant will pay to Landlord TWENTY-FIVE (\$25.00) DOLLARS for each such bank returned check.

8. FINES AND ATTORNEY FEES: In the event Tenant, Tenant's family, agents, employees roommates or guests violate any term or provision of this Lease, or the rules and regulations thereof, Tenant shall pay to Landlord, in addition to any other damages and expenses incurred by Landlord as a result thereof, an Administrative Fee, in the amount of ten percent (10%) of Tenant's then current monthly rental, to help defray Landlord's costs incurred in connection with having Tenant remedy such Lease violation. Should Landlord employ an attorney because of any such violation, the Tenant shall pay in addition to the aforesaid Administrative Fee, and not in lieu thereof, such reasonable attorney fees as are incurred by the Landlord. Tenant shall be liable for such attorney fees whether or not Landlord institutes legal proceedings. However, where legal proceedings are instituted by Landlord against Tenant, and said proceedings result in a monetary judgment in favor of Landlord, those reasonable attorney fees for which Tenant shall be liable to Landlord shall not be less than fifteen percent (15%) of said judgment.

9. ASSIGNMENT, SUBLETTING AND ROOM CHANGE: Tenant will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than Tenant and such other Tenants of the Premises as may be authorized by Landlord, without the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling. Tenant can be charged a fee of \$100 for allowing others to stay or store items in their apartment. In the event Landlord agrees to an assignment of this Lease or a subletting of the Premises, Tenant will be charged a fee of \$100.00 for the additional office work involved. Tenant will not change rooms within the apartment without the written consent of the Landlord. If a Tenant request to move or transfer is approved by the Landlord, the Tenant will be charged a fee of \$50.00 for the additional office work involved.

10. RIGHT OF ENTRY: Except in the event of an emergency affecting the health, safety or welfare of the Landlord or any Tenant or any property thereof, the Landlord shall give the Tenant at least 24 hours notice of the Landlord's intent to enter the Premises by written notice, e-mail or message left on the voice mail of at least one Tenant of the apartment, and shall enter only during normal business hours or at such other time as is mutually agreed to by the Landlord and the Tenant. Landlord may enter the Premises by master key or, in the event of an emergency, by force. Landlord shall have the right to enter the Premises at all reasonable hours to inspect the Premises, to make repairs/alterations in the Premises or elsewhere on Landlord's property, to enforce any provision of this Lease or to show the Premises to prospective future Tenants or purchasers without being liable to prosecution therefore or damages by reason thereof. Tenant agrees to set up his/her voicemail and to regularly check voicemail for notices.

11. RE-ENTRY OF PREMISES: In the event Tenant abandons the Premises or is required to vacate the Premises due to Landlord exercising its rights upon Tenant's breach of Lease, then the Landlord shall have the right to enter the Premises for the purpose of making alterations and repairs, and may relet the Premises for a term which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, or any renewal or extension thereof, all without relieving the Tenant of the liabilities imposed by applicable law and this Lease Agreement. Landlord shall further have the right, without further notice, to dispose of any personal property left in or about the Premises or common area by the Tenant, after the Tenant has vacated.

12. REPAIRS: Landlord shall be responsible for normal wear and tear to the premises and will maintain the Premises, its equipment and appliances furnished by Landlord, except that Tenant agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due to the Tenant, Tenant's invitees, guests, agents or employees. Additionally, if Tenant fails to return all originally issued keys to the Landlord at the termination of this agreement, the Tenant shall pay the Landlord \$50 for changing locks.

13. DAMAGE TO PREMISES: In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Tenant, Tenant's employees, agents, invitees or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the sole opinion of Landlord, shall remain untenable; but if the Premises are so damaged that the Landlord shall decide that it is not advisable to repair the Premises with the Tenant occupying same, this Lease shall terminate.

14. CONDITION OF PREMISES: The Premises will be made available such that it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants. At all times during the tenancy, Landlord will comply with all applicable provisions of any Federal, State, County or municipal statute, Code, regulation or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part.

15. EXISTING DAMAGES: The Tenant will be issued a move-in condition report that must be annotated with any existing damages and returned to the office within 48 hours of arrival. Any damages found throughout the year or at lease termination will be compared to the move in condition report. Damages that occur after move in or that were not annotated on the move-in condition report will be charged to the tenant.

16. INTERRUPTION OF SERVICE: The Tenant will receive no rent reduction, nor will Landlord be liable to Tenant, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.

17. CLEANING AND ALTERATIONS TO PREMISES: Tenant will clean and leave the Premises at the end of the Lease term, or any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted, and will not, without written permission of the Landlord, make any alterations, additions or improvements (including changing locks, adding additional lock chains or other fasteners, painting, and papering) to the Premises. Any alterations, additions or improvements of a permanent nature, which may be made to the Premises shall be the property of the Landlord and shall remain with the Premises.

18. FURNISHINGS: Tenant will be required to acknowledge at the time of initial occupancy that the Premises contains the furnishings specified in the Furniture Inventory List, hereinafter referred to as the "Furnishings", and that, except as specified in said Furniture Inventory List, the Furnishings are in good condition and further agrees that, all of the Furnishings will remain in the Premises and be in the same condition as when Tenant occupied the Premises, reasonable wear and tear excepted. Additionally, Tenant agrees not to keep any water-containing furniture or Satellite TV Dish on the Premises.

19. LEASE VIOLATIONS: If any of the representations made in Tenant's Lease Application are misleading or untrue, or if Tenant, Tenant's employees, agents, invitees roommates or guests violate any provision of this Lease or any rule or regulation herein imposed, then Landlord may treat such representation or Lease violation as forfeiture under the terms of this Lease, with Tenant's possession of the Premises terminating on the date specified in Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law, but liability will be reduced by any replacement rent Landlord has been able to receive for the

same premises. If Tenant's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, or any renewal or extension thereof, the Tenant will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, or any renewal or extension thereof, had Tenant's possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenant's breach of Lease and/or Tenant's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises (such as rental commissions, administrative expenses and a proportionate share of advertising expenses), utility costs for the Premises for which Tenant, pursuant to the Lease, is responsible while same remains vacant, and costs incurred in redecorating the Premises. Tenant's proportionate share of advertising expenses shall be computed by dividing Landlord's total advertising expenses for the community in which the Premises are located, for the shorter of the period of time in which the Premises remain vacant or the Lease term expires, by the number of vacant units in the complex during that same period of time.

20. COMPLIANCE WITH RULES AND REGULATIONS: The Tenant, Tenant's family, employees, agents, invitees, and guests, will observe and comply with the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further rules and regulations as the Landlord may adopt so long as such additional rules and regulations are reasonably necessary for the preservation and protection of the community or the Landlord's personnel or other persons.

21. USE OF FACILITIES: The use of all facilities which Landlord provides for Tenant's comfort, such as a swimming pool/jacuzzi, parking areas, basketball court, tennis court, fitness center, game room, clubhouse, and computer lab (none of which facilities are included in the rent) is solely at Tenant's own risk, and Tenant agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Tenant's use. Additionally, Tenant agrees to comply with, and to cause Tenant's family and guests to comply with all rules and regulations related to the use of these facilities. Failure to comply with said rules and regulations may result, at Landlord's option, in Landlord revoking Tenant's use of these facilities without effecting the remainder of the Lease. Tenant must have a photo ID in their possession to use any of the facilities at the Highlands.

22. TENANT CONDUCT AND BEHAVIOR: Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents, invitees, roommates and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other Tenants or Landlord. More specific Rules and Regulations governing Tenant conduct and behavior are set out in the Addendum, which is incorporated into this Agreement and is a part of this Agreement.

23. ILLEGAL DRUGS: If Tenant, Tenant's employees, agents, invitees, roommates and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 U.S.C. § 802(6), as amended), or to attempt, endeavor or conspire to manufacture, sell, distribute, dispense, store, use or possess a controlled dangerous substance or controlled substance under relevant North Carolina statutes.

24. CONSUMPTION OF ALCOHOL: Under North Carolina law, it is unlawful for any person under the age of 21 to possess or consume alcoholic beverages, including wine or beer. It is also unlawful for any person to buy alcoholic beverages for or furnish them for any purpose to anyone under the legal drinking age. Inside the apartment is the only place in the complex where persons of legal drinking age are permitted to possess or consume alcoholic beverages. Public display of open alcoholic beverages is not permitted in the common areas (outside the house including porch or balcony) of the house complex. Excessive drinking and intoxication will not be tolerated. The possession or storage of large beverage containers (i.e. kegs) either full or empty is strictly prohibited. Tenants who choose to drink will be held fully responsible for their own or their guests' behavior while under the influence of alcohol.

25. POSSESSION OF WEAPONS: To provide for the safety and well-being of all members of the community, possession of firearms of any type, paintball guns, BB guns, air/airsoft guns and bow and arrows of any type within the complex is strictly prohibited.

26. VEHICLE USE AND PARKING: Tenant will obey all parking, traffic management, and speed regulations and signs which Landlord may promulgate or post, and Tenant may park, in the designated parking areas only, no more than one properly tagged and functioning passenger motor vehicle or truck (with no commercial lettering) not in excess of 3/4 ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the community. Any vehicle parked by Tenant in the parking areas must display a valid and permanently attached parking sticker as provided by Landlord. Parking stickers will be provided only for vehicles registered in the Tenants name or the parent or guardian of the Tenant. There will be a fifty dollar (\$50.00) fee for a replacement parking sticker or for any parking sticker not turned in to the office upon departure. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster, roadway, or fire lane will be booted, towed, or otherwise removed, at its owner's risk and expense. Additionally, any vehicle without a visible parking sticker or any vehicle failing to park fully in a designated parking space will be booted, towed, or otherwise removed, at its owner's risk and expense. Deceit, altering, forging or misuse of a parking sticker may result in a fine plus the loss of parking privileges at the Highlands complex.

27. WAIVER: The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Tenant for the violation of any covenant, rule or regulation in any other lease by any other Tenant.

28. INSURANCE: During the term of this Lease, and any extension thereof, Tenant should, at Tenant's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage, and further, providing coverage to keep Tenant's personal property on and in the Premises insured for the benefit of Tenant against loss or damage resulting from broad form named perils on a replacement cost basis. **Tenant acknowledges that Landlord does not carry any insurance on Tenant's personal possessions, and that Tenant will make an independent assessment as to the appropriate level of insurance coverage that Tenant should obtain.**

29. SECURITY: Except for locks on doors and windows and a Monitored Alarm Service, Landlord does not provide any type of security protection in, on or about the Premises. Tenant acknowledges that Tenant has been instructed on how to operate and test the alarm system. Tenant also acknowledges and understands that this alarm system, like all alarm systems, may malfunction or be rendered inoperable. Tenant agrees to periodically test the alarm system and acknowledges that it is Tenant's responsibility to immediately report any malfunction to the Highlands clubhouse office during regular office hours. Landlord shall not be liable to Tenant for any malfunction or inoperability of the alarm system, or any failure of the Monitored Alarm Service, unless caused by Landlord's fault, omission, negligence or other misconduct.

30. SMOKE DETECTOR: Landlord has installed at least one smoke detector in the Premises and that said detector(s) is in good condition and proper working order as of the beginning of the Lease term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord.

31. INDEMNIFICATION: Tenant agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Tenant, or of the family, guests, agents, invitees, or employees of the Tenant.

32. LIABILITY OF LANDLORD: Landlord shall not be liable for any injury, damage or loss to person or property caused by other Tenants or other persons, or caused by theft, vandalism, fire, water, smoke, snow, ice, explosions or other causes unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other Tenants shall not be deemed negligence, etc. on the part of the Landlord. Tenant shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

33. STUDENT STATUS: Tenant represents that at the time the Tenant signs the lease he/she is or will be an enrolled student at Appalachian State University. Tenant grants Landlord permission to verify Tenant's student status with Appalachian State University for the duration of the lease period. If Tenant's representation in this paragraph are false or if Tenant loses his or her status as a student at Appalachian State University, Tenant shall be in default hereunder and Landlord shall be entitled to exercise all rights and remedies provided for herein or that are available at law or in equity. Loss of student status does not terminate this lease agreement.

34. RELOCATION OF TENANT: To promote the well-being of its student residents; to maintain, operate or renovate facilities; to establish a special interest building, floor, unit or section; to convert rooms for occupancy by the opposite sex; to fill an apartment; or for the other reasonable purposes, Landlord may require Tenant, upon seven days prior notice, to relocate to another bedroom or apartment.

35. SURRENDER OF PREMISES: If the Tenant does not surrender the Premises at the end of the Lease term, or any renewal or extension thereof, the Tenant will reimburse the Landlord for all of the damages which the Landlord suffers as a result thereof, and will further indemnify the Landlord against all claims made by any succeeding Tenant against the Landlord founded upon delay by the Landlord in delivering possession of the Premises to said succeeding Tenant, so far as such delay is caused by the failure of Tenant to surrender the Premises.

36. WAIVER OF BREACH: Receipt by the Landlord of any monthly installment of base rent with knowledge of the violation by Tenant of any term or provision of this Lease or the rules or regulations thereof, shall not be deemed a waiver of such breach.

37. TENANT HOLDING OVER: If Tenant shall continue to occupy the Premises after the expiration of this Lease Agreement, or any renewal or extension thereof, and if the Landlord shall have consented to such continuation of occupancy, such occupancy shall (unless the parties hereto shall otherwise agree in writing) be deemed to be under a month to month tenancy, at twice the rental payable hereunder just prior to the Tenant holding over, which shall continue until either party shall mail notice to the other (pursuant to Section 18 of this Lease) at least one (1) month prior to the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate. As long as the Tenant is in possession of the Premises, all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy.

38. CONDEMNATION: In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Tenant shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

39. PREJUDGMENT INTEREST: If Tenant violates this Lease Agreement and said violation results in a monetary loss to Landlord, then Landlord shall be entitled to prejudgment interest at the highest rate allowed by law, but in no event more than ten percent (10%) per annum, on the amount due Landlord, from the date the Landlord mails its written list of damages to Tenant.

40. QUIET ENJOYMENT: The only covenant of quiet enjoyment applicable to this tenancy, express or implied, is that provided under North Carolina Law.

41. SECTION HEADINGS AND NUMBERS: Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

42. HEIRS AND ASSIGNS: This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Tenant who shall have been approved in accordance with Section 32 of this Lease.

43. NOTICES: All notices from Tenant to Landlord shall be sent by certified mail, return receipt requested, and addressed to Landlord at 289 Ambling Way, Boone, North Carolina 28607. All notices from Landlord to Tenant shall be delivered personally or to the apartment, or sent by First Class or Certified Mail, addressed to Tenant at the apartment.

44. AGENCY: If any employee of Landlord's at Tenant's request moves, handles or stores anything, or drives or parks Tenant's motor vehicle, then and in every case, such employee shall be deemed Tenant's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith.

45. SUBORDINATION OF LEASE: This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter covering the property of which the Premises leased hereby is a part and is subject and subordinate also to any extension, renewal, modification, replacement or consolidation of any such mortgage or deed of trust. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. Promptly upon the request of any person succeeding to the interest of the owner of the property of which the Premises hereby leased is a part, whether through the enforcement of any remedy provided for by law or by any such mortgage or deed of trust or as the result of any voluntary or involuntary conveyance or other transfer of such interest in lieu of foreclosure, the Tenant automatically, without the necessity of executing any further document, will become the Tenant of such successor in interest.

46. ENTIRE AGREEMENT: This Lease contains the entire agreement between Landlord and Tenant, and can only be changed in writing, signed by both parties.

47. SEVERABILITY: If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

48. APPLICABLE LAW: This Lease shall be given effect and shall be construed by application of the law of North Carolina.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

WITNESS/ATTEST:

By: \_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
ASHC Representative

\_\_\_\_\_  
Date

## **UNIVERSITY HIGHLANDS STUDENT APARTMENTS**

Appalachian Student Housing Corporation (ASHC)

289 Ambling Way

Boone, NC 28607

PHONE (828)263-0100 FAX (828)263-0200

### **LEASE ADDENDUM RULES AND REGULATIONS**

In order to promote and maintain the community, and as a condition of residency, ASHC has established the following additional rules and regulations for all tenants. Adherence to these rules and regulations is essential for the comfort and convenience of all tenants.

**Tenant shall be subject to a \$40 Administrative Fee (in addition to the cost of any repairs or remedies) for:**

1. Allowing pets of any kind (except fish in tanks not larger than 10 gallons in capacity) in or about the premises. [If Tenant is blind or deaf, Tenant may keep a dog certified as being specially trained to aid the Tenant in his/her handicap in accordance with applicable laws.]
2. Damaging or altering the condition of the apartment to include holes in the sheetrock, driving nails into walls or woodwork, applying wallpaper, changing the type or color of the paint, or attaching shelving or cabinets to the walls. Dart boards of all types are expressly prohibited. (Note: The Administrative Fee charged shall be in addition to the cost of returning the apartment to its original condition.)
3. Installing lofts in the apartment. Bed risers are limited to commercial products with a maximum height of six inches.
4. Leaving any personal belongings (including lawn furniture) in the parking areas, public areas, sidewalks, lawn or other common areas.
5. Displaying any sign, advertisement, picture or notice in an apartment window or outside the premises.
6. Littering or obstructing the public halls or grounds.
7. Throwing or allowing to be thrown anything out of or off the balconies, windows, doors, or down the passages of the buildings, inside or outside the premises.
8. Placing anything on the outer edges of the sills of windows or hanging items from the door or outer edge of balconies.
9. Shaking or cleaning any tablecloths, rugs, mops or other articles in any of the public areas or from any of the windows, doors, or landings.
10. Canvassing, soliciting, or peddling in the community or distributing handbills, circulars, or advertisements.
11. Installing, erecting or utilizing exterior clotheslines within the apartment complex or installing window shades other than those provided by the Landlord.
12. Providing for consideration, in or about the Premises, substitute parental or guardianship care or supervision to children not related to the Tenant by blood.

**Lease Addendum**

**Page Two**

13. Failing to comply with or allowing family or guests to not comply with posted rules for the use of the swimming pool/hot tub, basketball court, tennis court, volleyball court, game room, computer lab, fitness center, clubhouse, or parking areas.
14. Failing to keep the Premises in a neat, clean, good and sanitary condition.
15. Failing to keep balconies free of all trash, trash bags, containers, boxes rubbish and personal belongings (except lawn furniture maintained in a neat and orderly manner).
16. Creating a potential fire hazard to include using or storing propane, charcoal, or electric grills, candles or other open flame devices (including portable heaters) in or about the Premises, storing combustible materials, and tampering with, removing or discharging any fire extinguisher except when done in a fire emergency.
17. Violating the posted parking and traffic regulatory signs within the complex.
18. Excessive or disruptive noise or the amplification of sound in a manner that disrupts or disturbs others.
19. Playing in parking lots or other common areas not specifically designed for play.
20. Public display of open alcoholic beverages or the possession or storage of large beverage containers (i.e. kegs), or the possession of funnels , beer pong tables, or other drinking associated games or apparatus.
21. Washing of automobiles in the house complex (except in designated car wash area).
22. Performing automobile repair or maintenance on the property.
23. Gathering of more than 12 people in the apartment without prior written approval of the Landlord.
24. Possession or use of any type of fireworks, paintball guns, BB guns, air/airsoft guns or bows and arrows.
25. Drinking or possession of alcohol while under the legal age or allowing underage persons to drink or possess alcohol in the apartment.
26. Smoking inside any apartment or building on the Highlands complex

**Tenant shall be subject to Booting or Towing of Vehicle for:**

1. Parking anywhere other than in a designated parking area to include parking fully or partially on the curb or grass.
2. Parking in a handicap space or visitor space without a valid and properly displayed parking permit for that space.
3. Failure to properly display a valid temporary parking permit or a valid and permanently attached parking sticker.

**Tenant shall be subject to Eviction for:**

1. Violation of any portion of paragraph 23 of the Lease pertaining to using, permitting, facilitating, or storing of illegal drugs or controlled substances.
2. Committing or participating in any act that is classified under North Carolina General Statutes as a felony.
3. Any act of vandalism, malicious destruction, misuse or defacing of public or private property on or about the premises.
4. Falsely reporting a fire or other emergency or falsely setting off a fire alarm.
5. Possession of firearms of any type on the premises.
6. Disorderly conduct or intentionally creating a public disturbance on Highlands property to include fighting or other violent behavior, creating the threat of imminent fighting or other violence, or engaging in disruptive behavior.
7. Allowing anyone other than an authorized tenant to occupy or store items in the Apartment.
8. Repeat or frequent violation of any of the rules listed in this Addendum may also result in eviction proceedings.

**Note: Proof of violations subject to eviction shall be based on a preponderance of the evidence, unless otherwise provided by law.**

This Lease Addendum is incorporated into the Lease Agreement between the Landlord and the Tenant dated \_\_\_\_\_.

By: \_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
ASHC Representative

\_\_\_\_\_  
Date

# 2010-2011 ANNUAL LEASE

## UNIVERSITY HIGHLANDS STUDENT APARTMENTS

Appalachian Student Housing Corporation (ASHC)

289 Ambling Way

Boone, NC 28607

PHONE (828)263-0100 FAX (828)263-0200

### Guaranty of Lease

STATE OF NORTH CAROLINA  
WATAUGA COUNTY

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution and delivery of that certain Lease Agreement between APPALACHIAN STUDENT HOUSING CORPORATION as "Lessor" and \_\_\_\_\_ as "Lessee". It is understood that Lessee is one of the parties to and has signed a Lease Agreement with Lessor, regarding the premises at 289 Ambling Way, Boone, North Carolina, 28607; for a period commencing on **August 21, 2010** and ending on **July 31, 2011**, at a total base rental of **(initial below)**:

\_\_\_\_\_ **Two Bedroom: \$6,360** payable in twelve equal installments of **\$530**

\_\_\_\_\_ **Four Bedroom: \$5,520** payable in twelve equal installments of **\$460**

the undersigned Guarantor, either a parent, legal guardian or indemnitor of the Lessee named herein, hereby absolutely and unconditionally guarantees to Lessor, the full and prompt payment of all rent, additional rent, and any and all other sums and charges payable by Lessee under the Lease, and the Lease to be performed and observed by the Lessee. Guarantor hereby covenants and agrees that if default shall at any time be made by the Lessee in the payment of any such rent or of the covenants, terms, conditions or agreements in the Lease, the Guarantor will pay, within 10 days of notification by Lessor's managing agent of Lessee's default, such rent and other sums and charges to the Lessor, and/or perform and fulfill all of such terms, covenants, conditions and agreements, and will pay the Lessor all damages and expenses, including Lessor's attorney's fees, that may arise in consequence of any default by the Lessee under the Lease or by the enforcement of the Guaranty. If more than one guarantor delivers the guaranty, their obligations herein shall be joint and several.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor, without the necessity of any suit or proceedings on the Lessor's part of any kind or nature whatsoever against the Lessee or any other Guarantor and without the necessity of any notice of nonpayment, non-performance, non-observance, or acceptance of the Guaranty, or any other notice or demand, all of which the Guarantor hereby expressly waives. The Guarantor hereby agrees that the validity of the Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion of failure to assert by the Lessor against the Lessee any of the rights and remedies available to the Lessor, or by the relief of Lessee from any of the Lessee's obligations under this Lease by the rejection of the Lease in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Lessee or any other parties responsible. Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought in any court sitting in Watauga County, North Carolina and guarantor consents to personal jurisdiction of such courts and agrees that they may be served with process by certified mail addressed to them at the shown below. Any actions to enforce this Guaranty shall be governed by the laws of the State of North Carolina.

**Guaranty of Lease  
Page Two**

This Guaranty shall be a continuing guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or any subleasing thereof or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extensions of time that may be granted by the Lessor to the Lessee or by reason of any other accommodations, alterations, modifications or other indulgences granted by Lessor to Lessee, whether or not the Guarantor has knowledge or notice thereof.

The Lease together with this Guaranty may be assigned by Lessor without notice to Guarantor. The assignment by Lessor of the Lease and/or the rents and other receipts thereof made either with or without the Guarantor's knowledge or notice shall in no manner whatsoever release the Guarantor from any liability hereunder.

All of the rights and remedies of Lessor under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein shall be construed as a waiver or exclusion or any other remedy available to Lessor.

This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of the Guarantor and shall inure to the benefit of the Lessor, its successors and assigns. Guarantor hereby consents to Lessor performing a credit check on Guarantor.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty of payment, under seal, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
GUARANTOR SIGNATURE

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Cell Phone (\_\_\_\_) \_\_\_\_\_

SEAL

Relationship to Lessee \_\_\_\_\_