

RESIDENT LEASE AGREEMENT
MountainView Student Residence Center
2000 Upperclassman Drive
Bluefield, WV 24701

IDENTIFICATION OF PARTIES AND PREMISES

This Agreement is made and entered into this _____ day of _____ 20____ between the following named person _____ herein called "Resident/Lessee" and; Mountainview Student Resident Center herein called "Landlord/Lessor", subject to the terms and conditions set forth in this Agreement, Landlord rents to Resident and Resident rents from Landlord, the premise(s) location known as; Mountainview Student Resident Center, and assigned apartment _____ herein called "the premises." The premises shall be occupied only by the above mentioned Resident. Resident shall use the premises for Residential purposes only and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than ten days in any six month period is prohibited without Landlord's written consent and shall be considered a breach of Agreement.

INDIVIDUAL LIABILITY

Each Resident and Cosigner/Guarantor who signs this Agreement, whether or not said person is or remains in possession, shall be jointly and solely liable for the full performance of each and every obligation of this agreement, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the premises regardless of whether such damages were caused by a Resident or invitee of a Resident.

TERM OF THE TENANCY

The term of this agreement shall commence on _____ and shall continue from that date expiring on _____. Leases will automatically renew through the next term unless the resident provides written notice NO LATER THAN 15 DAYS before the end of the lease stating they intend to vacate. If the Resident still occupies the leased premises, either directly or by having personal belongings left in the leased premises on the 1st day after the end of the lease, the lease shall renew automatically. Should Resident be evicted or vacate the premise before the expiration of the term, Resident shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects from a replacement Resident by reasonably attempting to re-rent the premise. All leases expire on the last day of the month; we do not prorate rent on the move-out. Rent charged for the first occupancy calendar month is pro-rated.

PAYMENT OF RENT

* _____ amount covered by Award-must maintain eligibility
Resident(s) shall pay Landlord rent of \$ _____ per month, payable in advance on the 1st day of each month. If that day falls on a weekend or national holiday payment is due on the next business day. Rent shall be paid by personal check, cash in person, money order, cashier's check, or by credit/debit card in person or over the telephone (a \$2.00 fee for processing will be applied). If paying via mail then submit payment to: MountainView Attn: Gerald James, 2000 Upperclassman Drive, Bluefield, WV 24701, or in person at our designated business offices during normal business hours or at such other place as Landlord shall designate from time to time. Please make sure your apartment number appears on the check/money order.

LATE CHARGES AND RETURNED CHECKS

If rent is not paid or postmarked (in full) after 5th day of each month, a late fee of \$25.00 (twenty five dollars) will be automatically assessed to your account. If any check given by the Resident to the Landlord for the payment of rent or for any other sum due under this agreement is returned for insufficient funds, a stop payment, or for any other reason, Resident shall pay Landlord a returned check charge of \$35.00 (thirty-five dollars).

FAILURE TO PAY

As permitted by law, if Resident fails to fulfill the terms of their credit obligations; such as their financial obligations under the terms of this Agreement Resident is hereby notified that a negative credit report reflecting on Resident and parent and/or guarantor's credit history may be submitted to credit reporting agencies. Any Resident that has not paid their rent in full, or made acceptable payment arrangements by the 15th of each month will be considered a violation of this lease agreement. A formal petition for wrongful occupation may be filed with the Magistrate office in the proper county for eviction and turned over to our collection agency. **Evictions do not relieve Resident from remaining agreement **

COLLECTIONS FEES

In the event the Landlord prepares and has filed account with a collections agency, the Resident agrees to pay the Landlord, or have it added to their outstanding balance, liquidated damages in the amount of \$300.00 to cover the administrative costs involved in the preparation of the paperwork and filing procedures/charges with agency.

SECURITY DEPOSIT/PROCESSING FEES

The Resident has deposited, in a non-interest bearing account, the amount of \$ _____ as a Security Deposit/Processing Fee. This Security Deposit is to guarantee the return of the Premises to the Landlord in the same or better condition as when accepted by the Resident, reasonable wear excepted, and to ensure full-term compliance of this Lease Agreement, as specified herein. Satisfactory compliance with this section includes removing all trash and belongings of the Resident. If any provision of this Lease Agreement is violated, the Security Deposit is forfeited. The Security Deposit is to indemnify the Landlord against damage and/or loss of value as a result of the Resident's action, mistake, or inaction during the term of occupancy. The Security Deposit may not be applied by the Resident as and for payment of any rent due the Landlord. Should the Resident be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, the Resident hereby agrees to reimburse the Landlord for such loss immediately upon the presentation of a bill for said damage and/or loss. The Landlord shall return the balance of said Security Deposit, if any, to the Resident at the Resident's forwarding address, upon vacating, return of keys to the Landlord and termination of this contract according to other terms herein agreed. The deposit will be returned within (30) thirty days after the Resident vacates the Premises, along with an itemized statement as to the deductions, if any, from said Security Deposit. Due to health and sanitation needs, each room must be cleaned and disinfected. This charge is nominal and, based on our costs is deducted from the security deposit. The Security Deposit must be paid in full prior to Residents moving into building.

UTILITIES

All utilities listed are included in your monthly rental fees; Electric, Water, Sewer, HVAC, CATV, Internet (restricted)

PARKING

General restricted Residential parking available on-site, with the following conditions; this space shall be used for the parking of one (1) vehicle only. Resident may not repair vehicles of any kind in any parking space or anywhere else on or about the property. Grease, oil

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and any other dripping must be cleaned by Resident when they occur and at Resident expense. Vehicles are not to be washed on or about the premises. Vehicles may be required to have a parking permit visibly showing on lower driver's side corner of windshield (when required) or vehicle will be towed at owner's expense. Management WILL NOT reimburse Resident or their guests if their vehicle was towed because of invalid permit/not having proper permit or parking in unauthorized areas. Guests must park in guest parking areas or their vehicles will be towed. Guests may not park in the upper parking lot or on the lower front/back lot reserved for residents. Parking permits, when required, may be obtained at the business office during normal business hours. It is Resident responsibility to obtain proper parking permits (when required). The landlord assumes no liability for damage to vehicles parked on the premises, all parking is at the owner's risk.

PETS

For the purposes of this section, the terms "animal", "animals" "pet" and "pets" mean all non-human mammals, reptiles, amphibians and birds. **No pet(s)/animal(s)** shall be brought onto the Premises (**even temporarily**) without the express written permission of the Landlord. If a pet has been in the Premises at any time during the Resident's occupancy (with or without the Landlord's consent), a charge may be made for de-fleeing, deodorizing, and/or shampooing, and/or damages caused by the pet. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord. All guide animals specifically trained to assist those individuals that require such assistance are exempt.

QUIET AND ENJOYMENT

Resident shall be entitled to quiet and enjoyment of the premises. No large gatherings/groups/parties or unusual noises are permitted after 11 pm nightly. Resident shall not use the premises in such a way as to violate any laws or ordinances, commit waste or nuisance or annoy, disturb, inconvenience or interfere with the quiet enjoyment of any other or nearby Resident/Resident. Disregard of this will result in eviction but does not release Resident from lease agreement. No large gatherings will be permitted on premises at any time.

GUESTS

- Guest is not permitted to stay more than 10 days per semester;
- All guests must register at the front desk while visiting facility;
- Any guest not registered will be asked to leave the property
- Residents are responsible for all actions of their guests during their visit;
- No guest under the age of 18 is permitted at this facility at any time, without an accompanying parent.
- Guests are not authorized to use any facility amenities (pool, lounge, exercise area, computers, theatre, picnic areas, etc) without being directly accompanied by a resident. Any guest found using facility areas that is not accompanied by a resident will be required to leave the property.

DRUG-FREE AND CRIME-FREE HOUSING

- No Resident or member of the Resident's household or a guest or other person under the Resident's control shall engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
- No Resident or member of the Resident's household or a guest or other person under the Resident's control shall engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises. No Resident or members of the Resident's household will permit the dwelling unit to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
- No Resident or members of the Resident's household will engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the dwelling unit premises or otherwise.
- No Resident or member of the Resident's household, or a guest or other person under the Resident's control shall engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the Landlord, his agents or tenants.

APARTMENT INSPECTIONS

If at any time management or any law enforcement agency suspects or has knowledge of illegal activities occurring in an apartment we will, without notice check suspected apartment for such activities. This includes but not limited to; entire contents of apartment, Landlord and Resident owned items, use of drug/illegal substance detecting devices, animals or other means. We will prosecute all violators to the fullest extent of the law. Management may inspect units for maintenance items, health, and safety issues at any time and without notice.

DECKS, BALCONYS (where applicable)

Our decks and balconies are not designed nor intended to support a large group of people, therefore there is to be no parties or large gathering on any deck, balcony or walkway. We are not responsible for injury due to structural failure caused by grouping or gathering of people.

GRILLS, OPEN FLAMES

Grills or open flame devices are not permitted on decks or inside premises. You may however use your grill in the outside premises keeping in mind your and others safety. We are not responsible for injury or injuries sustained by using these devices.

ASSIGNMENT AND SUBLETTING

No portion of the premises shall be sublet nor this Agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Resident shall, at the election of the Landlord, be an immediate breach of this agreement and cause for immediate termination as provided here and by law.

POSSESSION OF THE PREMISES

The failure of Resident to take possession of the premises shall not relieve them of their obligation to pay rent. If Landlord is unable to deliver possession of the premises for any reason not within Landlords control, Landlord shall not be liable for any damage caused thereby, nor will this Agreement be void or violable, but Resident shall not be liable for any rent until possession is delivered. If Landlord is unable to deliver possession within 10 (ten) calendar days after the agreed commencement date, Resident may terminate this Agreement by giving written notice to Landlord, and shall receive refund of all rent and security deposits paid.

CONDITION OF PREMISES

Resident agrees to; properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises; and maintain the premises in clean and sanitary condition, and upon termination of the premises, to surrender the premises to

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Landlord in the same conditions as when Residents first took occupancy, Except for ordinary wear and tear; and if the surrounding grounds are part of the premises and for exclusive use of Resident, Resident agrees to maintain the surrounding grounds/hallways in clean and safe manner, keeping the grounds clear of trash as necessary to effect a neat and orderly appearance to the property, notify Landlord in writing upon discovery of any dangers, defects or dangerous conditions in and about the premises; and Reimburse Landlord for the cost of any repairs to the premises of damages caused by misuse or negligence of Residents or their guests. Resident acknowledge they have examined the entire interior and exterior of the premises, including plumbing, heating and electrical appliances, smoke detector(s), fixtures, carpets, drapes and draping; and have found them to be in good, safe and clean condition and repair.

TELECOMMUNICATIONS/INTERNET (where applicable)

At selected properties we provide Telephone and Internet services as part of your lease agreement.

Telecommunications

- All rooms are furnished with VOIP (voice over internet protocol) telephone sets. You are responsible to ensure proper care is taken of this phone set. Replacement/Damaged sets will be charged @ \$200.00 per set. You cannot use conventional telephones or fax machines on our system. Please refrain from plugging these sets up on your apartment as it will destroy your phone!
- Do not unplug your VOIP telephone set at anytime.
- Calls placed/received logs are stored on our server
- Long Distance service is not provided except via resident provided calling cards.
- See our guidelines located at our website for more information.

Internet services are available to all tenants via hard wired cat-5 in each room and various areas of the property via our wireless 802.11b hardware. First and foremost, consider that the Mountainview Student Resident Center networks are a private service offered to the residents under a very specific contract associated with living at our property. If the resident wants service without agreeing to the property Terms of Service (TOS), they must pay for the bandwidth from a provider that has a TOS they agree with! The average going price for cable internet is \$65.00 per month. Taking that into consideration and following the industry college housing rules we have also opted to actively block all illegal P2P and other file sharing technologies. We also attempt to block all spy-ware and mal-ware sites that may infect your computer or our network. Please understand;

We do not guarantee service available 100% of the time.

- **NO ROUTERS OF ANY KIND ARE ALLOWED!**
- We do not guarantee internet speeds.
- We do not guarantee when utilizing our network that you should assume your computer is safe from viruses or hackers at any time. We make every attempt to help protect your and our equipment from such, but cannot guarantee it.
- We do reserve the right to limit bandwidth to people who constantly use mass downloading software.
- We do reserve the right to block or otherwise stop illegal software/music sharing software from operating on our network.
- We do ACTIVELY block all file sharing, p2p software/ports and websites.
- YOU can pay for a private cable modem from Comcast Cable Company at your own expense for your apartment.
- You must use our IP addresses assigned to you.
- You must use our DNS servers where required, external DNS access is blocked.
- See our FAQ's section for more information

REPAIRS, ALTERATIONS AND DAMAGES

Except as provided by law or as authorized by the prior written consent of Landlord, Resident shall not make any repairs or alterations to the premises, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty pounds. If the premises are damaged or destroyed as to render them uninhabitable, then either Landlord or Resident shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within fifteen days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Resident or Resident guests or invitees, Landlord only shall have the right to termination and Resident shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income. If you have maintenance needs please visit <http://www.mountainviewsrc.org> and submit a maintenance ticket.

EMERGENCY ENTRY AND INSPECTION

Resident shall make the premises available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or Resident, or in case of emergency/maintenance. Except in case of emergency, necessary maintenance, phone/internet disruptions/repair/identifying non-compliant devices (routers) or compliance with law enforcement efforts, Landlord shall give Resident reasonable notice of intent to enter. For these purposes, twenty-four (24) hour public notice at main entrance to building on the announcement board or similar medium shall be deemed reasonable and reasonable hours shall be defined as 8:00a.m to 6:00 p.m. Monday through Friday and 8:00 a.m. to 6 p.m. on Saturdays. In order to facilitate Landlord's right of access, Residents shall not, without Landlord's prior written consent add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Resident further agrees to notify Landlord in writing if Resident installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

RESIDENT COOPERATION

Resident agrees to cooperate with Owner/agent in showing property to prospective Resident, prior to termination of occupancy.

EXTENDED ABSENCES AND ABANDONMENT

In the event Resident will be away from the premises for more than 10 (ten) consecutive days, Resident agrees to notify Landlord in writing of the absence. During such absence, Landlord may enter the premises at times reasonable necessary to maintain the property and inspect for damages and needed repairs. Abandonment is defined as absence of the Resident from the premises, for at least 10 (ten) consecutive days without notice to Landlord. If the rent is outstanding and unpaid for 14 (fourteen) days and there is no reasonable evidence, other than the presence of the residents personal property, that the Resident are occupying the unit, Landlord may at Landlord's option terminate this agreement and regain possession in the manner prescribed by law.

PROPERTY SECURITY

At Landlords option closed circuit television, video surveillance or other means of recording devices may be installed, adjusted, moved, repositioned or otherwise utilized to protect Resident and Landlords property. These devices may be installed or otherwise utilized with or without the knowledge of Resident. No recording devices or any kind will be placed in Residents apartment at any time for any reason by

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management. Law enforcement officers may also be monitoring the property at any given time.

PLUMBING & ELECTRICITY

Resident agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Resident agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up. Resident must not overload electrical circuits. Only two electrical operated items may be plugged in any electrical receptacle.

REMOVAL OF LANDLORD'S PROPERTY

If anyone removes any property belonging to Landlord without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Resident and termination by them of this Rental Agreement. Landlord may also take further legal action.

INSURANCE DISCLAIMERS

No rights of storage are given by this Lease Agreement. The Resident agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the Premises or resulting from the Resident use thereof. The Resident hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. The Resident agrees to purchase (at Residents option) Renter's Insurance at their own expense, sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, and breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured there under. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

CONDEMNATION

If all, or a substantial part, of the Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease Agreement and all rights of Resident under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Resident shall have no claim against Landlord for any value of the unexpired term, nor shall Resident be entitled to any part of the condemnation award of purchase price in lieu of such award.

HOLD HARMLESS

Resident releases Landlord from any and all liability for any damages or injury to Resident, any other person or to any property, occurred on the premises unless such damage is the direct result of the negligence or unlawful act of Landlord or Landlord's agents. Resident also explicitly understands and acknowledges that the Landlord, its employees, staff or agents acting on our behalf are not employed by, part of or governed by any College, University or other educational institution. Issues concerning operation, management, leasing, billing, collections and all legal matters arising from the usage of, residing at or otherwise occurring on the property of are handled directly by the Landlord and their legal counsel. If you have further questions please submit a request by visiting www.mountainviewsrc.org and we will get back with you as soon as possible with a resolution.

SMOKING POLICY

The Resident and/or their visitors are permitted to smoke legal tobacco products inside apartments that are not designated as "non-smoking apartments." However, if smoking has occurred and damage has been sustained to the interior of the property or its contents, the tenant and guests are liable for the costs incurred by the Landlord in having any discolored ceilings, walls, skirting boards, doors, etc. professionally redecorated or any curtains, blinds, furnishings, upholstery, carpets, etc. professionally cleaned or replaced.

SMOKE DETECTORS

The premises are equipped with a smoke detection device(s). Resident shall be responsible for reporting any problems, maintenance or repairs to Landlord. Resident may NOT in any way tamper, remove, disable or otherwise cause devices to fail intentionally. Landlord will replace all batteries at Residents request.

TRASH

The rooms are to be kept free of trash at all times (within reason). Dumpsters are provided at the far end of the parking lot and behind the kitchen. Trash is not allowed to be placed outside your door as it may draw rodents and insects. Any trash left outside your door will be handed back to you if you are present or placed in your room if you are not there.

LEAD BASED PAINT DISCLOSURE

Resident understands lead based paint and lead-based paint hazards. Resident also understands this property may contain lead based products however products are not in direct contact with Resident as of the date this Lease Agreement is executed.

HEATERS/OPEN FLAMES

Resident shall not use or have any type of heaters on the premises without Landlord's prior written consent. No open flames (candles, incense) or such are permitted at any time.

MAIL / PACKAGES

Resident will be provided a standard postal box for mail. Each Resident will receive one key for their respective box where provided. In the event a key is lost a \$15.00 lock change fee will be collected before a new lock is installed and key reissued. Management is not liable for any lost/stolen or miss-directed mail at any of our properties.

FIREARMS

The storage of firearms, ammunition, and other legal weapons IS NOT PERMITTED on this property at anytime. However, off-site storage is available upon the request through the facility Director.

TRANSFER OF LEASE

In the event a Resident wishes to relocate to another property owned or operated by Landlord; Resident, with written permission from Landlord may relocate to another property. Landlord will not be responsible for moving costs and will not be required to adjust rent if Resident is moving to a lower priced property. Lease termination and other agreements will transfer with Resident to new property without question. In the event Resident moves to a property where all utilities are not included Resident will assume responsibility of acquiring necessary or required utilities in their name(s).

LEGAL OBLIGATIONS

Resident hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and/or earnings.

Resident initials _____ By initialing, Resident has read and understands the terms and conditions contained on this page.

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ATTORNEY'S COST

If court action is sought by either party to enforce the provisions of the Rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

WAIVER

All rights given to Landlord by this agreement shall be cumulative in addition to any laws that exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

LIQUIDATED DAMAGES

In the event the Landlord prepares and has served a Summons and Complaint and the Landlord and the Resident subsequently resolve their differences and the Landlord allows the Resident to continue to reside in the premises, the Resident agrees to pay the Landlord liquidated damages in the amount of \$100 to cover the administrative costs involved in the preparation of the Summons and Complaint in addition to such costs for services as are actually incurred. In the event the Landlord prepares and has filed account with a collections agency, the Resident agrees to pay the Landlord, or have it added to their outstanding balance, liquidated damages in the amount of \$300.00 to cover the administrative costs involved in the preparation of the paperwork and filing procedures/charges with agency.

NON-SURRENDER

Neither the vacating of the premises by Lessee, nor the delivery of keys to the Landlord shall be deemed an acceptance or a surrender of the leased premises, unless so stipulated in writing by Landlord.

RESIDENT'S COVENANTS IN EVENT OF TERMINATION/EVCITION

The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of the Landlord:

(A) the Resident will forthwith pay to the Landlord as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof exceed the fair rental value of said premises for the remainder of the term or any extension or renewal thereof; and

(B) the Residents covenants that he will furthermore indemnify the Landlord from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Resident. Landlord's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the leased premises; advertising costs, the reasonable costs incurred in cleaning and repainting the premises in order to re-let the same; and moving and storage charges incurred by the Landlord in moving Resident's belongings pursuant to eviction proceedings.

(C) At the option of the Landlord, however, Landlord's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Landlord's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date. Landlord shall also be entitled to any and all remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

TERMS

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Lessee, Tenant; and all the covenants herein contained shall be binding upon and inure to their respective successors, heirs, executors, administrators and assigns and shall be his/her or their attorney or agent. This lease precedes and will supersede any current lease that Resident may have previously executed.

VALIDITY OF LEASE PROVISIONS

Any provision set forth in this Rental Agreement which is contrary to the state Residential Landlord and Resident laws shall be treated by Landlord and Resident as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of West Virginia, without reference to its conflict of laws principles.

ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Resident & Cosigner/Guarantor and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Resident has made any promises or representations other than those set forth in this Agreement and those implied by law. The failure of Resident or their guests to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Resident and procedures as required by law. I authorize you to contact previous landlord(s), credit and personal references, conduct criminal record checks (local and state). I also authorize management to obtain my consumer credit report via any credit reporting agency I hereby authorize landlord/agent to verify the validity of all the above information, and to inquire now or periodically with my employers, financial institutions, and any of the credit reporting bureaus available to landlord. I agree to supply any additional information needed by owner/agent upon request and I acknowledge that my deposit will be forfeit if I do not comply with any such request. I also understand and authorize the landlord/owner to share rental information with other professional landlord associations and owners including but not limited to; payment history, rental history, received complaints and other pertinent information that may be useful in assisting other landlords to approve or disapprove my future rental applications.

COSIGNER AGREEMENT

Cosigner agrees to be jointly and severally liable with Tenant for Tenant's obligations arising out of the lease or rental agreement contained herein, including but not limited to unpaid rent, property damage and cleaning and repair costs that exceed Tenant's security deposit. Cosigner further agrees that Landlord will have no obligation to report to Cosigner should Tenant fail to abide by the terms of the lease or rental agreement. (For example, if Tenant fails to: pay the rent on time; causes damages; or fails to properly maintain and regularly clean the premises, Landlord has no duty to warn or inform Cosigner, and may demand that Cosigner pay for these obligations immediately). If Tenant assigns or subleases the Premises, Cosigner shall remain liable under the terms of this Agreement for the performance of the assignee or sub lessee, unless Landlord relieves Cosigner by express written termination of this Agreement. If Landlord and Cosigner are involved in any legal proceeding arising out of this Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any costs reasonably necessary to collect a judgment.

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In Brief:

- Rent is due the 1st of every month, late fees of \$25 per month are applied on the 5th of each month.
- No drugs, firearms, or pets.
- No sub-letting, anyone living here must be on a separate lease.
- Guests must sign in every time they visit. Overnight guests are limited to 10 nights per semester. Guests must be accompanied at all times.
- If you break the lease you forfeit the security deposit. Security deposits will not be applied to outstanding balances. You are responsible for the lease amount each month. If you leave, are evicted, or break the lease you are still responsible for the entire period of the lease. In addition, a \$300 charge will be applied to your account if it becomes necessary to evict you or if your account is turned over to a collection agency. The late fees will continue to accrue until the account is paid in full.
- Report all maintenance requirements/water leaks immediately.
- Do not disable smoke detectors.
- Respect the rights of others. Keep noise down during Quiet Hours and comply with Management/Resident Advisor requests.
- Do not unplug your telephone.
- Do not use Limewire, Frostwire, Bit Torrent, Micro-torrent, or any other peer-to-peer file sharing software on the network. File sharing and music/video downloads that are not purchased are illegal and open your PC up to viruses, spyware, malware, and risk exposure of your personal information.
- **NO PERSONAL ROUTERS ARE ALLOWED!**
- Bluefield State students must sign the Student Agreement.
- Leases will automatically renew for the fall semester to include the spring semester unless written notice is given to provide intent to vacate the property no later than December 15th of the lease year.
- New leases are required within 14 days of the end date of this lease. If no new lease, and contract as required, has been executed within this time period, the landlord will lock the unit door and begin the process of removing any belongings left in the room. All persons residing in this facility are required to be on a current lease agreement.

_____	_____
Manager/Agent	Date
_____	_____
Resident (copy of drivers license or ID required)	Date
_____	_____
Cosigner (copy of drivers license or ID required)	Date

MAILBOX KEY ISSUED _____ or ticket number to replace lock _____ or KEY ISSUED TO ROOM MATE
Auto Make _____ Model _____ Color _____ License Plate _____

Lease Extensions

This lease is extended through _____	under provisions contained herein.	_____	_____
(ending date)		Signature	Date
This lease is extended through _____	under provisions contained herein.	_____	_____
(ending date)		Signature	Date
This lease is extended through _____	under provisions contained herein.	_____	_____
(ending date)		Signature	Date
This lease is extended through _____	under provisions contained herein.	_____	_____
(ending date)		Signature	Date
This lease is extended through _____	under provisions contained herein.	_____	_____
(ending date)		Signature	Date
This lease is extended through _____	under provisions contained herein.	_____	_____
(ending date)		Signature	Date

Resident initials _____ By initialing, Resident has read and understands the terms and conditions contained on this page.