

CENTURY COURT

Lease Contract

See also the Lease Contract "Addendum" and "Community Policies"

PART I. YOUR DATA

1. _____
(Print) Last Name
2. First Name _____ M.I. _____
3. Permanent Address _____ 4. City _____ 5. State _____ 6. Zip Code _____
(____) _____ - _____ (____) _____ - _____
7. Current Telephone _____ 8. Cell Phone Number _____ 9. Email Address _____
- _____ - _____
10. Social Security Number _____ 11. Birth Date _____
_____ (____) _____ - _____
12. Emergency Contact other than Guarantor _____ 13. Emergency Contact Telephone other than Guarantor _____
14. Circle your gender: Male Female
15. Circle year in college: 1st 2nd OTHER: _____
16. I (the student) hereby certify that my adjusted gross income , if any, for my most recently filed tax year is \$_____.

CRIMINAL HISTORY

Applicant must not have been convicted of a felony or be subject to deferred adjudication for a felony. Please remember that this requirement does not constitute a guarantee or representation that tenants or occupants currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony.

17. Have you received deferred adjudication for a Felony? Yes No
18. Have you been convicted of a Felony? Yes No
19. Have you been arrested for a Felony which has not Yes No
been fully adjudicated (by dismissal, acquittal or conviction)?

PART II UNIT TYPES

Please indicate 1st and 2nd choice:

20. _____ EFFICIENCY UNIT, unfurnished;
21. _____ ONE BEDROOM/BATHROOM IN TWO BEDROOM UNIT
22. _____ ONE BEDROOM & SHARED BATH IN FOUR BEDROOM/TWO BATH UNIT

HOUSING CONTRACT LENGTH BASED ON THE NINE MONTH ACADEMIC YEAR OR FULL CALENDER YEAR.

CONTRACT PRICE INCLUDES RENT, WATER & REASONABLE CONSUMPTION OF ELECTRICITY.

THIS LEASE Contract begins on _____, 20_____, and ends at 5:00PM on _____, 20_____.

Total Lease Contract Amount is: _____.

Payment Options: Payment in full at the time of move-in of \$_____.

Two equal payments of \$_____. First due on day of move-in and second due within 90 days;

Equal Monthly payments of \$_____. First payment due on the day of move-in; remaining due on 1st of mo*.

* You must make payment on or before the 1st day of each month with no grace period. Cash is unacceptable without prior written permission.

PRORATED STARTING DATE: (If lease starting date is other than the move in date for the stated semesters)

Based on your approved starting date of _____, 20_____, your first payment will be \$_____.

RESIDENT SIGNATURE

CENTURY COURT REPRESENTATIVE

PART III. YOUR ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Addendum dated 7/09 as well as the Century Court Community Policies dated 7/09. If I violate any of the Community Policies, I understand I am also breaching my Lease Contract. Such violation may, at your sole discretion, cause me to be: fined, and/or evicted.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this Lease Contract, I am paying a Security Deposit of \$ _____ and a Fifty dollars \$50 non-refundable administration fee for a total of \$ _____. as required by the Addendum, for any accommodations I selected previously in Part II.

I agree to pay the total amount due (Rent) for my Premises on or before the first day of each month and understand that a Thirty Dollar late fee will be applied after 5:00 PM on the second day of each month if I have not paid the amount due within the stated time frame.

1.) I have read and understand the Liability provisions below, (also incorporated in Article 13 of the Addendum) (Initial _____)

LIABILITY. Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommate(s). The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.** *We urge you to obtain your own insurance for losses due to such causes.* **YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

2.) I have read and understand the Remedies provisions contained in Article 18 and Lease Cancellation contained in Article 31 of the Addendum. (Initial _____)

3.) I have read and understand the Community Policies, Exhibit A dated 7/09. (Initial _____)

4.) I understand that submission of this completed Lease Contract DOES NOT guarantee me a confirmed bed space. I will be notified of my confirmed bed space upon receipt of a signed copy of this Lease Contract from the Director, confirming my unit style and payment plan in Part II & V of this Lease Contract. (Initial _____)

5.) I hereby give Century Court consent to perform a background check to determine my eligibility for tenancy. I understand that this report may include information about me obtained from Law Enforcement Agencies, State Agencies, consumer credit reports, and social security information, as well as Public Records information such as criminal history information and civil records such as are allowed by law. I also attest that the above supplied information was given voluntarily and I understand that it is to be used for the purposes of verifying my identity in acquiring public information and for no other purpose.

I acknowledge that by authorizing a criminal background check, Century Court in no manner, guarantees or represents that Residents or occupants currently residing in our community, including the roommates that will occupy the Unit with any Resident, have been convicted of a felony, any other crime, or are not subject to deferred adjudication. There may be Residents or occupants that have applied to reside in our community prior to this requirement going into effect. We are not responsible and assume no duty for obtaining criminal-history check on any Resident, occupants, guests, or contractors in the apartment community. (Initial _____)

6.) Lease violations, including failure to pay sums due, may also subject you to College sanctions, which may prevent you from enrolling at the College and from obtaining grades, transcripts or diplomas. (Initial _____)

RESIDENT SIGNATURE: _____ Date: _____

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PART IV. GUARANTY (Required if you are under the age of 23)

GUARANTY **GUARANTOR MUST PROVIDE A VALID SOCIAL SECURITY IDENTIFICATION NUMBER AND A COPY OF VALID GOVERNMENT PICTURE ID**

You as (Guarantor) for _____ agree that your obligation will continue through the Lease Contract term and any renewals. Your obligations will also continue in effect through any changes in room assignments, unit styles, and amendments to community policies. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices or make demands to the Resident or to you, as guarantor, these will not act as a waiver of our rights as owner. All of our remedies against the Resident apply to you, as well. The Resident and you are jointly and severally liable. It is not necessary for us to sue or exhaust remedies against the Resident in order for you to be liable.

You represent that all information submitted by you on this Guaranty is true and complete and that you have read the Lease Contract and Addendum. You authorize us to request and obtain credit reports on you. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. If we seek to enforce this Guaranty, you agree that it can be in the county where the Premise is located, no matter where you live.

_____	_____	_____	_____ - _____ - _____
24. Guarantor Last Name	25. Guarantor First Name	M.I.	26. Guarantor Social Security Number

_____	_____	_____	_____
27. Guarantor Address	28. City	29. State	30. Zip Code

(____) _____ - _____

31. Guarantor Telephone

32. Signature of GUARANTOR: _____

Any and all Special Conditions of Lease;

PART V. CONFIRMATION AND OUR ACCEPTANCE **FOR OFFICE USE ONLY**

Century Court confirms the Unit Style and Term assigned to you by their representative's initials adjacent to the accommodations defined in Part II and signature at the bottom of this page.

BY: CENTURY COURT: CCCDF STUDENT HOUSING FOUNDATION, OWNER

OUR ACCEPTANCE: _____ Owner's Representative DATE: _____