

Prospect

Dear «Primary_First_Name» «Primary_Last_Name»,

This letter is confirmation that your housing application has been accepted. The next step to secure your housing assignment at Campus Town is to complete the following leasing packet. This letter should be read carefully for proper instructions in securing your housing at Campus Town. In order to take advantage of this offer and be guaranteed a bedroom within this apartment type: 4 Bedroom Apartment Lease, you must complete all leasing steps within three business days of: «Report_Date»

Keep in mind you will be responsible for the terms of the license, August 22, 2020 - May 19, 2021.

This is a legally binding document, the Reservation Fee is non-refundable.

Lease Agreement Packet:

You must complete the License Agreement, and Payment Plan Option Information sections electronically. Once completed, the person you submitted as your Guarantor on your housing application will receive the Lease Agreement packet.

Guarantor of Lease

All residents of Campus Town housing are required to have a Guarantor for their Lease Agreement.

- A **Guarantor** is a cosigner that is legally bound by all terms and conditions of Campus Town's Housing License Agreement. Additionally, the Campus Town staff is authorized to discuss all matters related to the Lease Agreement with the Guarantor. They will be required to sign the Guarantor Form.
- Social Security Number is required in case student is in default of payment and if there is a need to submit to a collection agency or for any other legal action in the event the Guarantor does not pay outstanding rent.

Housing Reservation Fee:

If you have submitted a \$300 Housing Reservation Fee, please know it is **non-refundable**.

- Any Housing Reservation Fee paid will be applied to your first rent installment.

Payment Options:

Pay by Semester or in Equal Installments (8); see details listed below in the lease.

Office Location:

Please feel free to visit us at the Campus Town Management Office – 600 Campus Town Drive – Suite 300, Ewing, NJ 08638.

Don't forget to visit our website at www.campustowntcnj.net. Check out our social media: You got to FOLLOW to be in the KNOW!!!

Facebook - @campustownattcnj Instagram - @campustowntcnj
Snap Chat - @campus_town Twitter - @TCNJCampusTown

If at any point you have questions about availability of any unit types or where you stand in the process, please don't hesitate to contact us at: campustown@tcnj.net or via phone at 609-273-7925.

Sincerely,

Campus Town Management Staff

This on-campus residential lease ("Lease") is made by and between Campus Town Educational Association, Inc. ("Landlord") and «Primary_First_Name» «Primary_Last_Name» ("Resident") (and parent or guardian if the Resident is under 18 years of



age) for Occupancy (as defined in Paragraph 8 herein) in a Unit located in Campus Town (“Residential Facility”), a residential student housing community located on the campus of The College of New Jersey (“College”), and by execution hereof the parties agree to the following terms and conditions for Occupancy in a Unit:

1. **LANDLORD’S AGENT.** Landlord has hired Capstone On-Campus Management, LLC (“Agent”) as its property manager to conduct and handle all business for the Residential Facility and reserves the right to replace the Agent at any time during this Lease without the consent of Tenant. This includes addressing Resident issues, establishing and enforcing this Lease and the policies and procedures of the College and the Residential Facility, and collection of Rent and Additional Rent (as each is defined herein). Unless otherwise agreed upon by Landlord and Agent, the Agent will handle all matters regarding issues, policies and procedures outlined in the College’s policies for College housing (“College Housing Policies”). Note that when the term “Landlord” is referenced herein, Agent is authorized to act on Landlord’s behalf. Additionally, reference to Agent herein shall also include any successor agent designated by Landlord.
2. **GENERAL CONDITIONS.** Resident’s rights under this Lease to occupy the Unit are conditioned upon and subject to Resident’s full compliance with the terms and conditions of this Lease, Campus Town Resident Handbook, the College Housing Policies and all rules, regulations, procedures and responsibilities stipulated by the Landlord or by the College, undergraduate and graduate catalogs, newsletters or announcements, and other relevant College documents as same become available. The Residential Facility is provided as a service to students of the College and is unique to the College community. This Lease is personal to Resident and is not transferable by Resident, nor shall Resident have any rights to assign its rights under this Lease or sublet the Unit, and any such transfer, assignment or sublease shall be null and void in its entirety, subject to the terms of Paragraph 15 herein. Resident understands and agrees that a violation of this provision is grounds for the termination of Resident’s lease for cause. Agent may make changes to the policies and regulations governing the Residential Facility by giving Resident a minimum of seven (7) days written notice before changes become effective with the exception of those changes that will have an impact on the health and/or safety of persons living in the Residential Facility. Implementation of health and/or safety changes to the policies and regulations governing the Residential Facility will be immediate. Failure to comply with the terms of this Lease may result in termination of the Lease. It is understood that certain authority is reserved to the College under this Lease for the purpose of enforcing College Housing Policies, including in particular the Resident Handbook, and protecting the health and safety of students and the College community.
3. **LEASE TERM, RENT AND ADDITIONAL RENT.** **The Lease Term is for the academic year of the College.** The Lease Term shall begin on August 22, 2020 (the “Start Date”) and shall end on May 19, 2021 (the “End Date”).

RENT. This Lease serves as a final notice of payment deadlines and amounts due. **Bills, invoices, or statements are not required and will not be sent to Resident.** Rent shall be based on the Lease Term and Unit assigned and is payable as follows: «Eg1_Init»

The total amount of Rent due during the Lease Term is \$13,184 (plus the other Additional Rent as identified in this Lease). Rent is payable in one of the following payment options (please select one):

Resident Choose One Option:

Internal Reviewer: «Ei1_Signature»

- «E1_Checkbox» **Option A:** Eight (8) installments payable as follows; the first installment of \$ 1,648 due on or before August 1, 2020, with remaining installments of \$ 1,648 due on or before the 1st day of each month through November 1, 2020 and resuming on January 1, 2021 and continuing through April 1, 2021.
- «E1_Checkbox» **Option B:** Two (2) equal installments of \$6,592, payable as follows: the first installment due on August 1, 2020 or before, remaining installment is due on or before January 1, 2021.

Rent includes all utilities, cable, Wi-Fi, and wired internet. Rent shall be due and payable in advance on the dates of the option selected above to Agent at the on-site Residential Management office or such other address as designated in writing by Agent. **Rent is not based on square footage. Apartment diagrams used in marketing are artist renderings and thus subject to change and variations. Individual bedrooms may vary in square footage based on the architectural design and layout of each building.** Rent is payable in the exact amount due by personal check, cashier’s check, certified check, money order, or by any alternate electronic method which Agent chooses to make available. No second party checks will be accepted. Agent will not accept or hold any partial payment of Rent or Additional Rent (as defined hereinafter). Multiple checks totaling the full payment due will only be accepted if delivered in a sealed envelope to Agent.

The Late Fee, Insufficient Funds Fee , Convenience Fee and any other fees, charges and expenses required to be paid by Resident under the terms of this Lease shall be collectively referred to herein as “Additional Rent”.

- a. **MAILED PAYMENTS:** Personal checks made payable to Campus Town Educational Association, Inc. or CTEA must be hand delivered or mailed to the following address: Campus Town Residential Management Office, 600 Campus Town Drive, Suite 300, Ewing, NJ 08638.
- b. **ELECTRONIC PAYMENT OF INSTALLMENT:** A Resident may select to pay Rent or Additional Rent online on the Residential Facility website (www.campustowntcnj.net) with a credit card. Each transaction will incur a nonnegotiable 2.5% Convenience Fee determined by the payment amount. The Convenience Fee is a third party provider fee and cannot be waived. Convenience Fee is subject to change. Resident has the option to



elect to pay an installment online with a "bank draft" to avoid the Convenience Fee, the "bank draft" is subject to change and could incur a Convenience Fee. In order to set up a bank draft payment, Resident must provide its bank account and routing number. Any payment with a debit card processed as credit transaction will incur the Convenience Fee. Failure to pay the total sum due for any installment shall be an Event of Default.

- c. **LATE FEE:** Guarantor Initials:«Eg1_Init» Resident Initials:«E1_Init»
- a. Resident shall pay the full amount due in US funds at the on-site Residential Management office or at such other place as may be designated by Agent or on line on or before its due date. In the event that any amount due, including Additional Rent, is not received by Agent prior to the close of business on the third (3rd) day following its due date, Resident shall pay a Late Fee equal to the lesser of (i) fifty dollars (\$50) for installments received on the fourth (4th) day and an additional five dollars (\$5) per day if the installment is not received or (ii) the maximum amount allowable under applicable law. If the third (3rd) day of the month falls on a Saturday, Sunday, or legal holiday, the amount due must be received prior to the close of business of the business day immediately **preceding** the weekend or holiday. By way of example, if the first day of the month falls on a Wednesday or Thursday (or Friday if the following Monday is a holiday), rent must be received no later than Friday of that same week. Resident further agrees that Agent has the exclusive right to determine how Resident's payments are applied towards the outstanding monetary obligations of Resident under this Lease. Delivery of Rent and Additional Rent to Agent is the sole responsibility of Resident.
- d. **INSUFFICIENT FUNDS.** An Insufficient Funds Fee of \$50.00 will be charge to Resident for each insufficient fund check returned by Resident's bank. Thereafter, Agent has the option to require that all future installments and charges shall only be paid by Resident in the form of cashier's check or money order.
- e. **FINANCIAL AID.** If Resident intends to apply a portion of Resident's financial aid or scholarship monies to the Rent and wants to request a delay payment until such funds become available, Resident must complete and submit the Financial Aid Agreement along with supporting documentation to Agent, which Agent in its sole discretion can approve or deny.
- f. **GUARANTY.** This Lease is conditioned upon the Resident providing a binding continuing guaranty of lease (the "Guaranty"), which Guaranty constitutes an essential inducement for the granting of this Lease by Agent. Agent reserves the right to terminate this Lease as described in Section 13 in the event such Guaranty is not fully executed and returned to Agent within fifteen (15) days from the date of execution of this Lease by Resident, or if such Guaranty is not fully executed and returned to Agent prior to occupancy, whichever occurs first. The Guaranty must be obtained from and signed by the parent or sponsor of Resident. Agent reserves all rights both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease is a necessity of Resident and that Resident shall be fully bound by all of the terms and conditions hereof irrespective of Resident's age or legal status. The execution of the Guaranty constitutes an additional assurance to Agent of the performance of the covenants of the Lease and shall not be construed as a release of Resident's responsibilities and obligations hereunder.
5. **RESERVATION FEE.** A Reservation Fee of \$300 must be paid at the time of or prior to signing this Lease ("Reservation Fee"). The Reservation Fee is nonrefundable. If the Lease is terminated [before occupancy] for any reason the Resident will forfeit the Reservation Fee to Agent, and Agent shall have the right to enforce the remedies outlined in Section 13. If the Lease is not terminated, the Reservation Fee will be applied toward Resident's first installment of Rent.
6. **INDEMNIFICATION AND INSURANCE NOTICE.** Neither Landlord nor Agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, the Residential Facility or any part thereof, unless such damage or injury is the result of the gross negligence or willful misconduct of Landlord or Agent, their agents or employees. Resident shall be responsible to obtain fire, extended coverage, and liability insurance with respect to his/her contents of the Unit. Resident understands that neither Landlord nor Agent's insurance cover Resident's belongings from losses not caused by Landlord or Agent's negligence. Agent recommends that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Agent recommends and encourages Resident to lock doors and to take other measures to secure their own personal property at all times. Resident may, at his/her own risk, leave personal property in his/her Unit during holidays/breaks/low occupancy periods but Agent suggest removing any valuable personal property during such periods,
7. **REQUIRED ENROLLMENT IN THE COLLEGE.** Resident's rights to Occupy the Unit and use the Residential Facility under this Lease are expressly conditioned upon and subject to Resident being admitted, enrolled and in good standing as an undergraduate or graduate of the College (the "Required Enrollment Status"). It shall be an Event of Default under this Lease if Resident at any time during the Lease Term does not satisfy the Required Enrollment Status for a Resident. Any failure by Resident to satisfy the Required Enrollment Status shall not release Resident from its obligations under this Lease. The Resident grants permission to the Agent to request and receive information from the College, and for the College to release information to Agent to verify the Required Enrollment Status of the Resident, including but not limited to GPA, judicial/disciplinary status or history, payment status or history, enrollment



status and history, eligibility for housing, and financial aid eligibility/disbursement. Upon written request of the Agent, Resident agrees to provide to Agent any information, reasonably requested to prove his/her Required Enrollment Status.

- 8. OCCUPANCY/HOLDOVER.** Occupancy means that a key has been issued to Resident for a specified room located in a specified unit ("Unit") and Resident may then occupy the designated room and Unit for the Lease Term, subject to Resident's compliance with the terms of this Lease. Occupancy begins upon issuance of a key to Resident and ends twenty-four (24) hours after Resident completes Spring final exams, or at 12:00 PM on the last day of the Lease Term whichever is earlier. Written authorization from Agent is required for any other occupancy arrangement. Occupancy does not require the actual physical presence of Resident or his/her belongings. In the event Resident does not timely vacate the Unit following termination of this Lease, Resident shall be deemed a tenant at sufferance and shall be liable for holdover rent in an amount equal to the lesser of (i) 200% of the Rent due under this Lease not to exceed the maximum allowable under applicable law. If Agent shall commence legal action as a result of Resident's holding over, Resident shall also be responsible to pay for any and all court costs and reasonable attorney's fees incurred by Agent as a result, as Additional Rent.
- 9. CHECKOUT / DAMAGES.** If Resident has occupied the assigned Unit, Resident must follow proper checkout procedures to avoid additional check-out and/or lock change fees. Personal property of Resident that remains in the Unit or Residential Facility after termination of the Lease will be considered abandoned and discarded, if not retrieved within 30 days of Agent's written notice to Resident's last known address. At the discretion of Agent, damage charges will be assessed to the responsible Resident, notwithstanding that Unit damages may be shared among Unit occupants; and damages within common spaces may be split among Units within that floor. Damages, as identified by Agent are Additional Rent which, are due and payable to Agent within 15 days of Agent's written demand to Resident. Agent's determination of damages is considered final and conclusive. Any excessive utility charges will be Additional Rent and will be assessed against the responsible Units and split among its residents. Such charges due and payable to Agent within 15 days of Agent's written demand to Resident.
- 10. ASSIGNMENT OF SPACE.** This Lease is for Occupancy of a portion of an available single bedroom within a furnished Unit of the Residential Facility, as assigned by Agent prior to occupancy, and is not for a specific Unit and Roommate requests are not guaranteed, including mixed gender roommate requests. Requests for mixed gender housing requests must be agreed upon and fill the occupancy availability of the Unit. If an individual in a mixed gender apartment is approved to terminate a lease, the remaining residents of the Unit may be reassigned to other same gender apartments. Lease cannot be terminated based on a failure to receive requested roommates. Upon request to the Agent and payment of a \$100 administrative fee, by Resident, Agent in its sole discretion may approve changes to Unit assignments. Only Agent is permitted to make Unit assignment changes and Agent reserves the right to make such changes as it deems necessary and appropriate. If Resident changes its Unit assignment without the approval of Agent, Resident will return to its original assignment and agrees to pay an assessed fee of \$300 for Agents costs and expenses involved in the unauthorized Unit assignment change. Agent reserves the right to require Resident to move to a different Unit for reasons including, but not limited to: 1) assuring the most effective use of the Residential Facility (including consolidation and allocation of handicap equipped spaces), or 2) when College officials and/or Agent deem it advisable for the welfare and benefit of Resident and/or other students, or 3) when repairs and maintenance are required to correct a condition dangerous to the health and/or safety of Resident or other residents. The Americans with Disability Act (ADA) requires accessibility needs are accommodated by Agent. Accordingly, if Resident has mobility impairment, Resident may request accommodations from Agent. Certain units of the Resident Facility are already equipped with certain accommodations and Resident should not remove or otherwise adjust such accommodations.
- 11. FAILURE TO OCCUPY.** If Resident shall abandon the Unit voluntarily or involuntarily, such abandonment shall be an Event of Default and, in addition to other remedies following an Event of Default, Agent shall have the right to re-lease the Unit upon such terms as Agent in its discretion may deem reasonable and advantageous; and, in the event of such re-leasing, Resident shall be and remain liable for any deficiency in Rent, expenses incident to such re-leasing, damages which Agent may sustain by virtue of Resident's abandonment and any other Additional Rent due. In the event of Resident's abandonment of the Unit or failure of Resident to occupy the Unit, Agent shall have the right to enter and take possession away from the Resident, by means of court proceeding or any other means permitted by law. Agent has no obligation to obtain permission from Resident to assign a new resident to the Unit, nor does Agent have any obligation to inform Resident of any new resident assignment or move in. Examples of abandonment of the Unit include, but are not limited to, return of keys, written request to terminate or failure to check in/pick of Keys within seven (7) days of the Start Date.
- 12. EVENTS OF DEFAULT.** Each of the following shall constitute Events of Default under this Lease:
- a. Failure by Resident to make any full and timely payment of Rent and Additional Rent when due;
 - b. Failure by Resident to comply with any of the other provisions of this Lease;
 - c. Failure to take occupancy or Abandonment of the Unit by Resident;



- d. Failure by Resident to comply with the Resident Facility rules and regulations, College Housing Policies or any applicable local, State or Federal laws;
- e. Failure by Resident at any time during the lease term to satisfy the Required Enrollment Status;
- f. Any fraud, forgery, misrepresentation or omission by Resident in connection with this Lease or Guaranty; and
- g. Any other event that is specifically identified as an Event of Default under this Lease.

13. REMEDIES UPON DEFAULT. In the event an Event of Default has occurred, in addition to any other remedies provided in this Lease or available at law or equity, Agent shall have the right to:

- a. Re-enter the Unit to take possession upon giving proper notice as required by law, if any, and by means of summary dispossession proceeding or any other method permitted by law; and/or
- b. Accelerate and declare the Rent for the entire Lease Term immediately due and payable, and Agent may proceed to collect the Rent due for the entire Lease Term; and/or
- c. collect from Resident all of the Landlord's expenses, including legal fees incurred in legal proceedings and otherwise to recover possession and all costs involved in re-renting and any difference between the Rent provided by this Lease (including fees and costs as described herein) and the rent received by the Landlord under the new lease, if any.
- d. Institute a lawsuit or action to enforce its rights under this Lease; and/or
- e. Declare Resident ineligible to lease in the Residential Facility in the future.

All rights and remedies available to Landlord/Agent by law, including but not limited to those described herein, shall be cumulative and concurrent, and exercise by Landlord/Agent if any one right or remedy shall not prevent Landlord/Agent from exercising any other rights or remedies available to it. Resident shall be liable to Landlord/Agent for any costs and expenses, including court costs and reasonable attorney's fees, incurred by Landlord/Agent in enforcing its rights under this Lease.

14. NO CANCELLATION. Guarantor Initials:«Eg1_Init» Resident Initials:«E1_Init»

a. REQUEST TO BE RELEASED FROM LEASE OBLIGATION PRIOR TO START DATE. This Lease is a legally binding agreement, which cannot be terminated unilaterally by the Resident. A request by Resident to be released from lease obligation prior to Start Date must be in writing and in the form approved by Agent and the \$300.00 Resident Reservation Fee will be retained by Agent. **A request to terminate prior to the Start Date will only be approved and is conditioned upon the Resident or Agent finding a replacement resident who signs a lease on the same terms and conditions as the lease which will be terminated when the replacement is accepted. Agent has no obligation to accept the request for release from the Lease or find a replacement resident.**

b. SUSPENSIONS/EVICTIONS. Residents who become no longer eligible to reside in the Residential Facility due to violations of the terms of this Lease or for failure to maintain the Required Enrollment Status as described in Section 7 above will remain responsible for all of the obligations of Resident under this Lease, including the obligation to pay Rent and Additional Rent. If Resident is evicted following an Event of Default under this Lease, Resident will no longer be permitted to reside in or visit the Residential Facility. If, based upon reasonably reliable information, Landlord/Agent or College officials determine the Resident may pose a threat to the safety of self or others and/or to the stability of normal educational functions of the College, Resident may be temporarily suspended and removed from the Residential Facility at the discretion of Agent or College officials pending the outcome of a judicial or administrative hearing.

15. PHOTOGRAPH RELEASE. Resident gives permission to Landlord and Agent, to use, without liability or remuneration, any photograph or photographic image taken of Resident while participating in Agent/College sponsored events, or while Resident is in the common areas, public spaces, grounds, buildings, or offices of the Residential Facility. The use of Resident's photograph or photographic image shall in no way be used other than for legitimate business purposes.

16. PACKAGE RELEASE. Resident authorizes Agent to accept or reject packages, parcels, and other deliveries ("Packages") on behalf of Resident. Resident hereby acknowledges that accepted Packages may not be kept in a locked or otherwise secured area and may not be stored in a climate-controlled environment. Resident agrees to hold Agent harmless from any and all liability or responsibility for Packages should they be lost, damaged, or otherwise harmed. Furthermore, Resident understands that if such Packages are not claimed within seven (7) days of notice of delivery, Packages shall either be returned to the sender or treated as abandoned property in accordance with applicable law.



- 17. CELLULAR/WIRELESS INTERNET SERVICE RELEASE.** Resident acknowledges that Landlord and Agent do not guarantee or otherwise promise in any fashion any specific cellular or wireless internet signal levels will be available in all areas of the Residential Facility.
- 18. AIR QUALITY/MOISTURE CONTROL.** Resident agrees to take reasonable steps in order to prevent or minimize the occurrence and growth of mold and mildew within the Unit. To prevent or minimize the occurrence and growth of mold and mildew, Resident hereby agrees as follows: Resident shall remove any visible moisture accumulation in or on any surfaces within the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures and to mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and to keep climate and moisture in the Unit at reasonable levels. Resident shall clean and dust the Unit regularly, and shall keep the Unit (particularly the kitchen and bathroom), clean and dry. Resident shall promptly notify Agent in writing of the presence of any of the following conditions: a water leak, excessive moisture, or standing water inside the Unit or any common areas; mold or mildew growth in or on the Unit that persists after Resident has tried to remove it with household cleaning solution, (such as Lysol or Pine-sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach); a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit. Resident shall be liable to Agent for damages sustained to the Unit or to another resident's person or property as a result of Resident's failure to comply with these terms.
- 21. REQUIRED MENINGITIS VACCINE FOR RESIDENTS.** New Jersey state law requires that students residing in college housing be vaccinated against meningitis. Resident may be exempted from this requirement if Resident objects thereto in a written statement signed by the Resident) or parent/guardian if Resident is under 18 years of age), explaining how the administration of immunizing agent conflicts with the Resident's religious tenets or practices. Proof of vaccination or Resident's written objection thereto must be on file in the Residential Facility management office prior to Occupancy. Failure to meet this requirement is an Event of Default.
- 22. PETS. Guarantor Initials: «Eg1_Init» Resident Initials: «E1_Init»**
- Pets are not permitted in or about the Unit except fish in an aquarium of a 10-gallon size or smaller. Upon proper documentation being supplied to Agent, animals assisting a disabled or handicapped Resident shall be excluded from the no pet rule.** If a pet is found in the Unit, the following will apply:
- First:** A written warning will be issued specifying the complaint and Resident will be required to pay a \$100 charge. The pet must be removed from the Residential Facility immediately. Resident will also pay the costs of cleaning and/or replacing of carpet and any Unit furnishings damaged by the pet(s) and Resident will pay the costs incurred by Landlord/Agent for pest control treatment.
 - Second:** Upon a second violation, Resident will pay a \$200 charge together with the cleaning, replacement and pest control costs referred in Section 19(a) immediately above, and it shall be an Event of Default under this Lease.
- 23. ROOM ENTRY AND INSPECTION CONDITIONS.** Agent reserves the right to conduct an administrative search of Resident's room and/or Unit in the case of a health concerns or other emergency. In addition, when there is reason to believe that a specific violation of this Lease or Resident Handbook is taking place, Agent and College officials shall have the right to enter Resident's room and/or Unit as outlined in this Lease and College Resident Handbook. Without notice, Agent shall have the right to enter a room and/or Unit to perform emergency maintenance and assess any potential damages to the Unit. Upon notice to Resident, Agent shall have the right to enter a room and/or Unit to perform routine maintenance or pest control services.
- 24. RELEASE OF LIABILITY AND INDEMNIFICATION.** PRC Campus Centers, LLC ("Owner"), Landlord and Agent shall not be liable for any personal conflict of Resident with co-residents, Resident's guests or invitees, or with any other residents that reside at the Residential Facility. Owner, Landlord and Agent shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any such death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, loss of utility service, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner, Landlord or Agent; and Resident hereby expressly waives all claims for such death, injury, damage or loss. Resident agrees to indemnify, defend and hold harmless Owner, Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Resident, Guarantor and Resident's guests and invitees to the extent not caused by any direct negligent act or omission or willful misconduct of Landlord or Agent. All personal property placed or kept in the Residential Facility, or in any storage room or space, shall be at Resident's sole risk and Landlord and Agent shall not be liable for any damages to, or loss of, such property.
- 25. KEYS.** Keys and Key Fobs ("Keys") are the property of Landlord and must be returned at the end of Resident's Occupancy. A Resident will be charged Twenty Five dollars (\$25) per Key if a replacement is required. Such charge is Additional Rent. Permanently lost Apartment Keys or Keys that are not returned by the End Date will result in a lock



core change/reprogram and Resident will be charged One Hundred Fifty dollars (\$150) as Additional Rent. For a replacement key fob, a Resident will be charged Fifty dollars (\$50) and for a mailbox key, Fifteen dollars (\$15). Resident is not permitted to duplicate, distribute or loan keys to others. Resident agrees not to alter any locks or install additional locks. Resident may request a receipt for all keys returned to Agent.

26. **SMOKING:** Smoking, including all electronic and vapor cigarettes, is strictly prohibited in the Unit and all common areas of the Premises. Smoking is only permitted outside Residential Facility at a distance greater than 10 feet from the building. Candles, open flames, incense and hookahs are prohibited in all areas of the Residential Facility.
27. **FORCE MAJEURE.** If Landlord or Agent's performance under this Lease is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond Landlord or Agent's control, then Landlord and Agent shall be excused from performance under this Lease and will not have any liability in connection therewith.
28. **MISSING PERSONS POLICY.** Under federal law (The Higher Education Opportunity Act), Resident has the right to confidentially register the name and contact information of an individual that Resident would like to be contacted (within twenty-four (24) hours) if it is determined that Resident is missing from the Residential Facility and/or Resident's whereabouts are unknown for a period of twenty-four (24) hours or more.
29. **ALTERING LEASE DOCUMENT.** Resident understands that any modifications, changes, additions, or deletions of the terms of this Lease must be in writing and signed by both Resident and Agent in order to be binding. There will be no oral agreements between Resident and Agent.
30. **SEVERABILITY.** Should any court of competent jurisdiction find any part of this Lease invalid then only that part shall be so affected, and the remaining portion of this Lease shall remain in full force and effect.
31. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of New Jersey. Any action or proceeding arising out of or related to this Lease shall be venued before a court of competent jurisdiction in Mercer County, New Jersey.

(Signature page to follow)



IN WITNESS WHEREOF, Agent and Resident have executed this Lease, to be effective as of the latest date of set forth below.

RESIDENT

Signature: «E1_Signature»

Printed Name: «Primary First Name» «Primary Last Name»

Date: «E1_Date»

AGENT

Signature: «Ei1_Signature»

RESIDENT’S PARENT/LEGAL GUARDIAN (if Resident is under 18 years of age) – Anyone under the age of 18 must contact the management office for a special lease that requires Guarantor’s signature on the lease.

PLEASE READ AND INITIAL ALL THE FOLLOWING STATEMENTS:

«E1_Init» I agree to assume the financial obligations and abide by the other terms and conditions contained in this Lease. I understand that this Lease is for the entire Fall 2020 and Spring 2021 semesters at the College and that I am obligated financially for all Rent and Additional Rent due under this Lease during the Lease Term.

«E1_Init» I understand that the **Reservation Fee is non-refundable**. I further understand that if this Lease is terminated **for any reason** prior to End Date, including, but not limited to, termination before the Start Date or for loss of housing due to financial, academic or disciplinary ineligibility, I am still responsible for the payment of Rent and other charges as described in this Lease.

«E1_Init» I understand that Agent has the right to reassign Units, rooms and/or roommates if deemed necessary in the best interest of the Residential Facility or Landlord and that I am responsible for the charges for the Unit and room where I am re-assigned.

«E1_Init» I have read all of the provisions of this Lease and assert that I am in compliance with the Required Enrollment Status and all other eligibility requirements. I understand that this Lease will be terminated (as described in Section 12) should I be found to have misrepresented my Required Enrollment Status or eligibility.



CAMPUS TOWN

Meningitis Information Form - Know Your Risk- Learn About Vaccination:

Approximately 3000 people in the United States get meningococcal disease each year and 10% to 15% of these individuals do not survive even with treatment. Bacterial meningitis is a potential fatal or disabling disease.

Freshman living in dorms or other residential living environments are found to have a six-fold increase risk for the disease. A U.S. health advisory panel recommends that college students, particularly freshman living in dorms, learn about meningitis and vaccination.

- **What is meningococcal meningitis?** Meningitis is rare. But when it strikes, this potential fatal disease can lead to swelling of fluids surrounding the brain and spinal column as well as severe and permanent disabilities, such as hearing loss, brain damage, seizures, limb amputation and even death.
- **How is it spread?** Meningococcal meningitis is spread through the air via respiratory secretions (sneezing and coughing) or close contact with an infected person (kissing, or sharing utensils, cigarettes, and drinking glasses). Many healthy people carry the bacteria and never become ill; these individuals are healthy carriers.
- **What are the symptoms?** Symptoms of meningococcal meningitis often resemble the flu and can include high fever, severe headache, stiff neck, rash, nausea, vomiting, lethargy, and confusion.
- **Who is at risk?** Undergraduate college students 25 years of age or younger, particularly freshman who live in residence halls, have been found to have an increased risk for meningococcal meningitis.
- **Can meningitis be prevented?** Yes. The meningitis vaccine can be effective in preventing four of the five types of the disease (A, C, Y and W-135). The vaccine is safe with mild and infrequent side effects such as redness or pain at the injection site. After vaccination, immunity develops within 7 to 10 days and remains effective for 3 to 5 years. As with any vaccine, vaccination against meningitis may not protect 100% of individuals.
- **Where is the vaccine available?** The meningococcal meningitis vaccine is available in some college health centers, travel clinics, some county health departments, and the offices of some health care providers. Check with a local agency for availability.
- For more information, contact the CDC (Center for Disease Control and Prevention) website: <http://www.cdc.gov/meningitis/about/faq.html> and the American College Health Association website: www.acha.org.

Adapted from the American College Health Association information packet, Meningitis on Campus

New Jersey law requires that every student living in College housing to be immunized against meningococcal meningitis or sign a waiver stating that they understand the benefits of the vaccine and elect not to have it. Students who have not been vaccinated or have not signed a waiver will not be allowed to move into Campus Town. According to the Centers of Disease Control & Prevention, a time of highest risk of bacterial meningitis (the bad type) is between 18 and 21 years of age. Even if you are not living in college housing, it is recommended that you get vaccinated against this devastating disease. You need this vaccination AGAIN if you received Meningitis vaccination BEFORE age 16 so that you are protected during this high-risk period in your life. All Campus Town students ARE REQUIRED to **check one paragraph** in the following box, then sign and date this section of the form.

RESIDENT CHOOSE ONE:

«E1_Checkbox» I received the Meningococcal Meningitis Vaccine on «E1_Text» (**Month/Day/Year**) and understand that there is still a chance that I will get meningococcal meningitis. I have read about the signs and symptoms of meningococcal meningitis and will seek immediate medical attention if I have any of these problems.

«E1_Checkbox» I have read about and understand the benefits of receiving the meningitis vaccine and elect not to have the vaccine at this time. I have read about the signs and symptoms of meningococcal meningitis and will seek immediate medical attention if I have any of these problems.

Student Name Printed: «Primary_First_Name» «Primary_Last_Name»

Student Signature (or parent if under 18):«E1_Signature» Date «E1_Date»

Guaranty

FOR VALUE RECEIVED, and in consideration of and as an inducement for the execution of that certain lease (the "Lease") Campus Town Educational Association Inc. ("Landlord"), the Landlord of Campus Town (the "Residential Facility"), and «Primary_First_Name»«Primary_Last_Name» as RESIDENT, of a portion of the Residential Facility; the undersigned Guarantor, either a parent, legal guardian, sponsor or indemnitor of Resident being at least twenty-one years of age, hereby absolutely and unconditionally guarantees to Landlord the full and prompt payment of all rent, fees, additional fees, and any and all other sums and charges payable by Resident under the Lease, as well as the performance by Resident of all other covenants, terms, conditions and agreements of the Lease to be performed and observed by Resident. Guarantor hereby covenants and agrees that if default shall at any time be made by Resident in the payment of any such fees or the performance of the covenants, terms, conditions or agreements in the Lease, Guarantor will pay to Landlord, within 10 days of Landlord mailing notice of default to Guarantor, such fees and other sums and charges due to Landlord, and will perform and fulfill all of such terms, covenants, conditions and agreements, and will pay Landlord all damages and expenses, including Landlord's reasonable attorney's fees that may arise as a consequence of any default by Resident under Lease or by the enforcement of this Guaranty.

This Guaranty is an absolute, continuing and unconditional guaranty of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Resident and without the necessity of any notice of nonpayment, notice of protest, notice of dishonor, notice of non-performance, presentment, notice of non-observance, notice of acceleration or acceptance of this Guaranty, or any other notice or demand, all of which Guarantor hereby expressly waives. Guarantor hereby



agrees that the validity of this Guaranty and obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the relief of Resident from any of Resident's obligations under the Lease by the rejection of the Lease or the imposition of any stay 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 Resident or any other person or entity. Guarantor consents that any proceedings to enforce this Guaranty or related rights may be brought in the State of New Jersey, and Guarantor consents to personal jurisdiction of such State's courts and agrees that the venue of any action to enforce this Guaranty shall lie in Monmouth County, New Jersey.

This Guaranty shall be a continuing guaranty, and the liability of 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 of Resident's Unit within the Residential Facility 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 Landlord to Resident or by reason of any other accommodations, alterations, modifications or other indulgences granted by Landlord to Resident, whether or not Guarantor has knowledge or notice thereof.

The Lease together with this Guaranty may be assigned by Landlord without notice to Guarantor. An assignment by Landlord of the Lease and/or the receipts thereof made either with or without Guarantor's knowledge, or notice shall not release Guarantor from any liability hereunder. Guarantor shall be and remain unaffected (a) by any understanding or agreement that any other person, firm or corporation was or is to execute this or any other guaranty or any other document or instrument evidencing or guaranteeing the Lease; or (b) by resort on the part of Landlord, or failure of Landlord to resort, to any other security or remedy for the collection of amounts owed by Resident under Lease; or (c) by the bankruptcy, insolvency, dissolution or incapacitation of Guarantor, Resident, or any other person, and in case of any such bankruptcy, the failure of Landlord to file a claim against such bankrupt's estate, or the failure of Landlord otherwise to seek remedies as a consequence of such events.

All of the rights and remedies of Landlord 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 of any other right or remedy available to Landlord.

This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of Guarantor and shall inure to the benefit of Landlord, its successors and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the State of New Jersey.

GUARANTOR'S SIGNATURE: «Eg1_Signature»

Print Name: «Guarantor1_First_Name» «Guarantor1_Last_Name»

Address: «Eg1_Text»

Driver's License Number: «Eg1_Text»

Telephone (Home): «Eg1_Text»

Full Social Security #: «Eg1_Text»

Telephone (Work): «Eg1_Text»

Employer: «Eg1_Text»

Email Address: «Eg1_Text»

Internal Reviewer: «Ei1_Signature»

