



Rental Agreement and Lease

THIS LEASE ("Lease") is made and entered into on \_\_\_\_\_ by and between THE POINTE AT MSU (hereafter referred to as the "Landlord") and \_\_\_\_\_ (hereafter referred to as "Resident").

1. DESCRIPTION OF PREMISES: The Landlord hereby leases to the Resident and the Resident hereby leases from the Landlord a bedroom in a \_\_\_\_\_ bedroom furnished apartment, at the Pointe at MSU located at 1543 Blackjack Rd, Starkville Mississippi (the "Property"). Landlord will identify the unit and bedroom numbers prior to Resident's move-in date. The apartment units at the Property consist of two and three bedroom furnished units with each bedroom having its own private bath, while sharing use and occupancy of common areas including an equipped kitchen, living/dining area and equipped laundry room ("Common Area"). It is understood that the Resident's rental space (the "Premises") consists of the exclusive use and occupancy of the bedroom described above and the shared use of the Common Area in the apartment unit type so identified. Resident agrees that Landlord has the right to assign residents to the apartment based upon the roommate matching criteria. Male and female residents may occupy the same apartment unit only upon execution by each of such residents and their respective guarantors or sponsors.

2. TERM: The Premises are to be used and occupied by the Resident as a residence, for the period beginning July 31<sup>st</sup>, 2010 at 10am and ending July 30<sup>th</sup>, 2011 at 12pm (noon) (the "Term"). It is expressly understood that this Lease is for the entire Term regardless of whether the Resident is transferred, ceases to be enrolled in a college or university, or for any other reason is unable to continue occupying the Premises. Resident agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. Additionally, if Resident is a full or part-time student at a university or college, then Resident also agrees to obey the rules and regulations outlined in that particular institution's Student Code of Conduct or similar instrument(s). Accordingly, Resident's obligation to pay rent hereunder (and the Guarantor's obligation to insure payment of the same) shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Landlord shall not be liable to resident for any damages resulting from landlord's inability to deliver possession of the premises to resident at the commencement of the term, provided however, resident shall not be liable for payment of any rent until possession of the premises has been delivered to resident. Resident may cancel this lease if possession of the premises has not been delivered within 30 days of the commencement of the term.

3. RENT: Resident, in return for the use and occupancy of the Premises and in consideration of the covenants and agreements contained herein, shall pay the Landlord the sum of \$ \_\_\_\_\_, without offset or deduction. The first installment of rent in the amount of \$ \_\_\_\_\_ shall be due no later than July 31<sup>st</sup>, 2010 and continuing on the first day of each month thereafter beginning September 1<sup>st</sup>, 2010 through July 1<sup>st</sup>, 2011, rent shall be paid, in advance, in monthly installments equal to installment due on August 1<sup>st</sup>, 2010. Rent shall be paid at the rental office on the Property. In the event resident chooses to prepay, the Resident shall remain liable for any shortfall in the event that the Prepaid Rent shall be less than the actual rent (including additional rent hereunder) due and payable under this Lease with respect to the final period. In the event that the Prepaid Rent shall exceed the actual rent (including additional rent hereunder) due and payable under this Lease with respect to the final period, any such excess amounts shall be held by Landlord as an additional security deposit and shall be subject to all of the requirements set forth herein relating to security deposits.

Rent is due in the rental office on the Property prior to the close of business on the first day of each month. If the 1<sup>st</sup> of the month falls on a holiday observed by The Pointe at MSU the rent must be placed in the designated rent drop prior to the close of the first business day following the holiday. In the event the rent is not paid at the rental office on the Property prior to the close of business on the 1<sup>st</sup> of the month, Resident shall pay a late charge of \$10 (ten dollars) per day until the lessee's account is brought to \$0 (zero dollars), which shall be treated as additional rent. Such late charges are assessed as reimbursement to Landlord for the additional expense of administering late rent payments.

Checks tendered for rent shall be made payable to The Pointe at MSU. In the event Resident elects to pay the rent by check, Resident shall pay Landlord a fee of twenty five dollars (\$25) for any check which otherwise fails to clear issuer's bank as compensation for charges incurred by Landlord by reason of any check returned to Landlord for non-sufficient funds. Such returned check fee shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. The returned check fee shall constitute additional rent hereunder. On the second occurrence of a returned check, payment for the late charges, returned check fees, funds due from the returned check, as well as all subsequent rent and other amounts due hereunder shall be by money order, certified check or cashier's check, as personal checks will no longer be accepted from the Resident. In addition, Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment by money order, certified check or cashier's check, provided however, Landlord shall give Resident and Guarantor no less than fifteen (15) days advance notice of such election by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder.

Resident acknowledges that any rent received by Landlord will first be applied to any outstanding charges including, but not limited to, late charges, utility charges, cleaning service fees, returned check fees, and delinquent rent incurred by or on behalf of Resident prior to applying the same to the current monthly rent. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any late charges incurred by virtue of Resident's failure to timely pay all sums due from Resident to Landlord.

4. CONDITION OF PREMISES: Resident hereby acknowledges that within 48 hours after resident has been given keys to the Premises and Common Area, Resident shall provide Landlord with written statement which sets out in reasonable detail any items or aspect of the Premises and Common Area (and their furnishings and fixtures) which Resident reasonably believes are deficient. Upon receipt of said written statement, Landlord agrees to make such changes or accommodations for Resident as Landlord, in Landlord's sole opinion, deems are appropriate. In the event Landlord does not timely receive said written statement, the Premises and Common Area (and the furnishings and fixtures) shall be deemed to be in good repair and tenantable condition.

Initials: \_\_\_\_\_ (Resident) \_\_\_\_\_ (Executive Director) Date: \_\_\_\_\_



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5. RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES: Resident agrees to keep and maintain the Premises and Common Area in good, clean, and sanitary condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without the prior written consent of Landlord. The Resident will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to Landlord. Resident shall reimburse Landlord for the cost of all repairs made necessary by, or resulting from, Resident's abuse or careless use of the Premises or Common Area. Resident shall conduct himself/herself and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace.

Unless the damage or stoppage is due to Landlord's negligence, Landlord shall not be liable for-and Resident must pay for-repairs, replacement cost, and damage to the following if occurring during the term of this Lease or any renewal of this Lease: (1) damage to doors, windows or screens; (2) damage from windows or doors left open; (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving the Premises; (4) damages to any portion of or location on the property where damages are directly or indirectly attributed to resident or resident's guests.

RESIDENT SHALL BE LIABLE FOR AND SHALL PAY ALL COSTS AND EXPENSES FOR DAMAGES TO THE BEDROOM AND BATHROOM LEASED TO RESIDENT (INCLUDING, BUT NOT LIMITED TO, REPLACING OR REPAIRING ALL BROKEN OR DAMAGED FURNISHINGS OR FIXTURES, AND ANY DEFAACEMENT OR DAMAGES TO THE WALLS, CEILINGS, FLOORS AND DOORS) REGARDLESS OF WHETHER SUCH DAMAGE IS CAUSED BY RESIDENT OR RESIDENT'S GUESTS OR INVITEES. USE OF VACANT BEDROOMS IS STRICTLY PROHIBITED. RESIDENTS WILL BE BILLED MONTHLY RENT AND CHARGES FOR CLEANING AND REPAIR OF ANY VACANT BEDROOMS USED IN VIOLATION OF THIS PROVISION.

IT IS UNDERSTOOD THAT RESIDENT WILL BE OCCUPYING THE APARTMENT UNIT JOINTLY WITH OTHER RESIDENTS, AND RESIDENT SHALL ALSO BE HELD LIABLE FOR A PRO RATA SHARE OF ANY DAMAGES TO THE COMMON AREA OF THE PREMISES AND ITS FURNISHINGS, FIXTURES, WALLS, CEILINGS, FLOORS, AND DOORS UNLESS THE PARTY SOLELY RESPONSIBLE FOR SUCH DAMAGES CAN BE REASONABLY ASCERTAINED. ACCORDINGLY, RESIDENT MUST EXERCISE RESPONSIBILITY TO SEE THAT THE ENTIRE APARTMENT UNIT IS MAINTAINED IN GOOD ORDER AND REPAIR. RESIDENT SHALL IMMEDIATELY REPORT TO THE AGENT AND THE LOCAL LAW ENFORCEMENT AUTHORITY ANY ACTS OF VANDALISM TO THE PREMISES OR THE APARTMENT UNIT IN WHICH THE PREMISES ARE LOCATED. RESIDENT SHALL PROMPTLY REPORT TO THE AGENT ANY REPAIRS WHICH NEED TO BE MADE TO THE PREMISES OR COMMON AREA. RESIDENT SHALL USE AND OPERATE IN A REASONABLE MANNER ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING, AIR CONDITIONING, MONITORING DEVICES AND ALL OTHER FACILITIES AND APPLIANCES.

6. LANDLORD'S RIGHT OF INSPECTION AND ENTRY: Resident agrees that Landlord or its representative may enter the Premises and Common Area at reasonable times and upon reasonable notice in accordance with Starkville Landlord/Tenant Ordinances in order to inspect the Premises and Common Area, make necessary or agreed repairs, decorations, alterations or improvements, or to supply agreed services. Landlord may enter the Premises or Common Area at any time for the protection or preservation of the Premises and Common Area. A maintenance or management request by a co-resident of the apartment unit occupied by Resident shall constitute permission for Landlord to enter the apartment unit. Resident shall reimburse Landlord for the cost of any repairs attributable to or caused by Resident's abuse, carelessness, or misuse of the Premises or Common Area and Landlord shall invoice the Resident for the costs of any such repairs, including a reasonable charge for management overhead, which costs and charge shall constitute additional rent.

Resident shall also permit the Landlord, or its agents or employees, upon scheduled appointments, to enter the Premises and Common Area for the purpose of displaying the same to prospective or actual tenants, purchasers, mortgagees, workmen or contractors. No such prior appointment shall be necessary if this Lease has been declared in default or if the Premises have been abandoned by Resident.

7. ASSIGNMENTS OR SUBLETTING: Resident shall not assign, sublet or transfer his or her interest in the Premises, or any part thereof, without Landlord's written consent which may be given or withheld at Landlord's sole discretion. In the event Landlord consents to an assignment, subletting or transfer of the Premises to a person procured by Resident, Resident shall pay to Landlord a subleasing procurement fee of one hundred fifty dollars (\$150). In the event Landlord procures an assignee, sub-lessee or transferee for the Premises or upon abandonment of the Premises by Resident, Resident shall pay to Landlord a subleasing fee of one hundred fifty dollars (\$150).

8. CANCELLATION: It is understood by Resident and Landlord that in certain cases Landlord may be willing, at Landlord's sole discretion, to cancel this lease instead of requiring Resident to sublet their room. In any case where Landlord agrees to cancel this lease Landlord will require Resident to pay a fee equal to 1(one) months rent. This lease may only be cancelled with the prior consent of the Landlord plus paying the fee equal to 1(one) months rent. Some instances where Landlord may be willing to cancel this lease include: Severe medical condition as noted by a qualified doctor(if the validity of a medical claim is questioned, Landlord may require additional information) or a waiting list already in place with Landlord for the type of unit that Resident needs to cancel. If a resident states that they will not be returning to school and Landlord releases the room to a new Resident, the current Resident is automatically responsible for the paying the cancellation fee equal to 1(one) months rent.

9. UTILITIES: Each apartment at The Pointe at MSU has a separate meter for utilities. The following are furnished by the Landlord: basic cable/satellite TV service for each apartment unit and an Internet outlet in each bedroom. Landlord will also provide water, sewer, garbage collection. There will be an electricity/gas cap of \$25 per resident. Notwithstanding the foregoing, Resident agrees that Landlord shall have the right to periodically review the electricity cost and consumption of each apartment, and in the event Landlord, in its sole discretion, determines that the consumption of electricity in an apartment is excessive, Landlord, upon notice, may assess Resident for Resident's pro rata share of the charges for such excessive usage, and such assessment shall constitute additional rent to be remitted to Landlord with Resident's basic

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monthly rent. Notwithstanding the foregoing, neither Landlord nor Agent shall be liable for loss or damage resulting from interruption of heat, electricity, water, sewer, telephone, cable TV, Ethernet or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the apartment complex in which the Premises are located.

**10. OTHER SERVICES:** If Landlord elects to provide any optional services, such as laundry service, cleaning service, or upgraded internet service, etc., the charges for such other services utilized by Resident shall be deemed additional rental and Resident's failure to timely pay for the same shall constitute a default hereunder.

Landlord, at its sole option, may elect to install devices or measures that are not required by law. For example, each apartment unit may be equipped with an Intrusion alarm and Panic switch. The installation of such an alert or alarm system shall not be construed as an undertaking or representation by Landlord that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. The Intrusion alarm and emergency switches, with exception of the "F" fire key on the alarm panel, will remain deactivated until the resident subscribes to a monthly service with the designated provider. The service provider will activate alarm for Resident once all permits (if applicable) and application(s) are submitted. Likewise, Landlord may, at its sole option, employ courtesy officers who may reside at The Pointe at MSU. Although the presence of courtesy officers is for the benefit and convenience of Landlord and Resident, it is expressly understood and agreed that the providing of courtesy officers, intrusion alarms and panic switches are purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Resident's person or property, or the person or property of any guest, invitee, or other resident of The Pointe at MSU.

The Landlord will provide each new Resident with one personalized "Fob" and key upon move-in. This fob and key are specifically coded for entrance to the front door of the building and for that Resident's apartment. The Resident must immediately report to Landlord any lost, stolen or damaged fob or key. In the event a replacement fob or key is needed, a new one with a new code will be issued to the Resident upon payment of a replacement fee of \$25.00 per key or fob. A separate bedroom key and mailbox key will be issued to each Resident. In the event replacement keys are needed, a new key will be issued to the Resident upon payment of a replacement fee of \$10. Likewise, the Resident will report immediately any lost, stolen or damaged key to Landlord. There will be no other locks installed by the Resident without Landlord's prior approval.

**11. BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Upon Resident's failure to make any payment of rent when due, or upon Resident's breach of any other terms, covenants, agreements, or conditions herein contained, or if Resident abandons or vacates the Premises prior to the expiration of the Term, then, at its sole option Landlord may peacefully re-enter and repossess the Premises, and remove and put out Resident and Resident's personal property in the manner allowed by Illinois law. In the event of such re-entry and repossession by the Landlord, Resident shall be liable for all costs, fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Resident from the terms of this Lease.

It is intended that Landlord's rights and remedies for Resident's breach of this Lease shall be as broad as permitted under Illinois law and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the then entire unpaid balance of the rent for the Term then remaining, or, the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for the account of the Resident, in which event the proceeds from sub-letting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to the Resident's rental obligations hereunder, with the Resident and guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Illinois law.

By signing this lease the Resident agrees that upon surrender or abandonment, as defined by the Illinois Statutes, the Landlord shall not be liable or responsible for storage or disposition of the resident's personal property.

**12. DAMAGE TO PREMISES:** If the Premises are partially destroyed by fire or other casualty not attributable to the negligence or carelessness of Resident or Resident's guest or invitees, the Premises shall be promptly restored and repaired by Landlord and any rent for the period that the Premises are untenable shall abate, unless Landlord provides Resident with suitable alternate living space, in which event rent shall not abate. If, however, the Premises are substantially destroyed by fire or other casualty, or in the event Landlord in its sole discretion decides not to repair any damage or destruction by written notice to Resident, then this Lease may be terminated by either Landlord or Resident, in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guests or invitees of Resident, and Resident shall be charged for the cost of any repairs or clean-up attributable to the carelessness or negligence of Resident or the guests or invitees of Resident. In the event of fire or other casualty, the Resident shall immediately notify the Landlord.

**13. RELOCATION:** It is understood that The Pointe at MSU contains other apartment units in which other residents may reside. For purposes of operating efficiency, Landlord reserves the right, upon two (2) days advance written notice, to relocate Resident to another apartment unit at The Pointe at MSU. It is acknowledged that Landlord will exercise reasonable discretion in exercising Landlord's rights pursuant to this Section of this Lease. Landlord shall assist Resident in moving Resident's personal property to such new unit. Landlord retains the right to assign residents to other bedrooms in the apartment unit in which the Premises are located. Landlord, to the extent practical, will honor Residents' requests for the sharing of a particular apartment unit. Resident may, within ten (10) days of occupancy of the apartment unit, elect to transfer or exchange bedrooms within the apartment unit with another resident(s) of the same apartment unit without being subject to a transfer fee if the resident(s) desiring such transfer comply with such procedures and compile such documentation as Landlord requires prior to such transfer. Any and all bedroom transfers or exchanges not included in the initial ten (10) day period, initiated by Resident, will be subject to a transfer fee of \$250. Resident may also request transfer to another apartment unit within The Pointe at MSU which, if approved by Landlord in writing, will be conditioned upon payment of \$250.

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14. GUESTS: Except as otherwise required by applicable laws, occupation of the Resident's bedroom shall be restricted to the Resident exclusively, excepting Resident's occasional overnight or weekend guest. Although Resident may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Resident only, and any persons other than Resident occupying the Premises for more than ten (10) consecutive days or twenty (20) non-consecutive days during the Term shall be treated as guests only if other residents residing in the unit and Landlord consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of stated period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident an additional amount of rent equal to that being paid by Resident. Collection of such additional rent shall not impair the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies at law or in equity.

15. PARKING AND COMMUNITY AREAS: Various areas of The Pointe at MSU are designated and intended for use in common by all residents, including the parking areas, walkways, clubhouse, swimming pool, and other amenities made available by the Landlord.

16. PARENTAL OR SPONSOR'S GUARANTY: Most of the residents at The Pointe at MSU are college-age students. The Landlord requires, as a condition of this Lease, a binding Parental or Sponsor's Guaranty (the "Guaranty") which Guaranty constitutes an essential inducement for the granting of this Lease by Landlord. Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to Landlord within ten (10) days from the date of execution of this Lease by Resident. Resident understands that the Guaranty must be obtained directly from the parent or sponsor and the Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease is for an essential necessity of Resident, and that Resident shall be fully bound by all the terms and conditions hereof irrespective of Resident's age or legal status. Execution of the Guaranty constitutes additional insurance to Landlord of the performance of the covenants in this Lease and shall not be construed as a release of Resident's responsibilities and obligations hereunder.

17. PET POLICY: Pets are not allowed in The Pointe at MSU, except for animals assisting disabled or impaired persons. For pets allowed through this paragraph an addendum must be filed with the office. If resident is found with a pet on the property and has not initiated an approved pet addendum prior to having the pet on site, resident will receive an automatic fine of \$300 per incident.

18. CHECK-IN AND CHECK-OUT PROCEDURES: Immediately preceding Resident's taking possession of the Premises, Resident shall conduct a joint inspection of the Premises and Common Area and shall note on the Occupancy Checklist, any conditions which are unacceptable to Resident and which Landlord agrees to correct, repair or otherwise remedy, and any other conditions observed, whether or not Landlord agrees to repair or remedy same. Landlord shall also inspect the Premises and Common Area upon Resident's surrendering possession thereof at the termination of this Lease and note on a Move Out Checklist the condition of the Premises and Common Area, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of Premises and Common Area. Resident shall surrender possession of the Premises and Common Area in a clean and sanitary condition, including, but not limited to, cleaning the carpets and cleaning the kitchen (including all appliances) and the kitchen, living/dining, and bath areas. Failure to follow the prescribed check-out procedures and to return all keys and fobs to Landlord, may result in additional charges to Resident. All charges assessed for damages to the Premises and Common Areas plus keys and fobs not returned will be due and payable by the Resident within 30 days after such notice of charges. Charges not paid by Resident within 30 days will be subject to further actions which may include but are not limited to legal action and turnover to a collection agency.

19. RULES AND REGULATIONS, LAWS AND SCHOOL REGULATIONS: The Rules and Regulations attached and incorporated herein by reference, are an important part of this Lease. By executing this Lease, Resident acknowledges that he or she has read and agrees to abide by the Rules and Regulations. Landlord reserves the right to make reasonable changes to the Rules and Regulations and, upon notification to Resident of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein. Resident agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. Additionally, if Resident is a full or part-time student at a university or college, then Resident also agrees to obey the rules and regulations outlined in that particular institution's Student Code of Conduct or similar instrument(s). A BREACH OF ANY RULE OR REGULATION BY THE RESIDENT SHALL CONSTITUTE A BREACH OF THE TERMS AND CONDITIONS OF THIS LEASE.

20. REMEDIES FOR RESIDENT HOLDING OVER: If Resident holds over and continues in possession of the Premises or Common Area or any part thereof after the expiration of the Lease without Landlord's written consent, Landlord may recover possession of the Premises and Common Area in accordance with Illinois law. Landlord may also recover two hundred dollars (\$200) for each additional day for the Premises and Common Area, or any part thereof, for the period during which Resident refuses to surrender possession.

21. NOTICES: Resident shall, within five (5) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to :The Pointe at MSU, Attention: Executive Director, 1543 Blackjack Rd, Starkville Mississippi 39759 or any address that Landlord further authorizes in the future. The failure of Resident to make such notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this lease in a court of law or otherwise. Service of process on the Landlord must be made at the following address: , 1543 Blackjack Rd, Starkville Mississippi 39759 Attention: Executive Director or any address that Landlord further authorizes in the future.

22. NON-LIABILITY: Landlord shall not be liable for any damage to property of Resident or of others located on the Property, nor for the loss of or damage to any property of Resident or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other Residents or persons in the Property, occupants of adjacent property, of the buildings, or the public or caused by operations in construction of any private, public or quasi-public work. Landlord

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shall not be liable for any latent defect in the Property. All property of Resident kept or stored on the Property shall be so kept or stored at the risk of Resident only and Resident shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Resident's insurance carrier. Resident acknowledges and agrees that Landlord and any of its parent corporations, subsidiaries, officers, directors, agents, representatives, employees, attorneys, or other principals, shall not be personally liable under any of the terms and provisions of this Lease and in the event of any action brought by Resident or on behalf of Resident against any such parties to enforce their rights or remedies pursuant to the terms and provisions of this Lease any award, judgment, settlement or other compensation ordered or resulting from such action or settlement shall be limited to Landlord's interest in the Property and the value thereof. Nothing herein shall be deemed to exonerate Landlord from liability for its own negligence or to require Resident to indemnify Landlord with respect thereto.

**23. SUBORDINATION AND ATTORNMENT:** This Lease is subject and subordinate to the lien of any mortgage, deed of trust or encumbrance now or at any time hereunder placed on the Property. The Resident agrees to: (a) attorn to and recognize as Landlord hereunder any transferee that succeeds Landlord as owner of the Property (whether by deed, foreclosure, deed in lieu of foreclosure or otherwise) and the successors and assigns of such transferee; (b) comply with the terms of the Lease as if such transferee executed this Lease on the date hereof and; (c) execute such further evidence of such attornment as such transferee may request from time to time. The Resident agrees to promptly execute any instrument evidencing such subordination and attornment and confirming such factual matters and representations that Landlord or its successors or assigns may request.

**24. ATTORNEY'S FEES:** In any action to enforce the terms of this Lease, the prevailing party shall be entitled to recover its costs and expenses including, but not limited to, attorneys' fees and expenses incurred in connection therewith.

**25. GOVERNING LAW:** This Lease is governed by and to be construed in accordance with the laws of the State of Mississippi and the ordinance of the City of Starkville, Mississippi, and any actions brought with respect to this Lease shall be in the courts of Oktibbeha County, Mississippi.

**26. SEVERABILITY:** If any clause or provisions of this Lease is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in any such event, it is the express intention of the parties hereto that the remainder of this Lease, or the application of such clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each clause or provision of this Lease and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

ACKNOWLEDGMENT

RESIDENT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS LEASE AGREEMENT, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE PREMISES AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE PREMISES AND AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE AGREEMENT OR RELATED DOCUMENTS IS NOT CLEAR OF OTHERWISE UNDERSTOOD BY RESIDENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

Signed and delivered in the presence of:

Resident Signature	Print Name	Date
Witness Signature	Print Name	Date
Executive Director Signature as Agent for The Pointe at MSU	Print Name	Date

Initials: \_\_\_\_\_ (Resident) \_\_\_\_\_ (Executive Director) Date: \_\_\_\_\_