**BOARD OF TRUSTEES**
**UNIVERSITY OF THE DISTRICT OF COLUMBIA**
**UDC RESOLUTION NO. 2025 - 19**

**SUBJECT: APPROVAL OF A BULK LEASE AGREEMENT ("LEASE AGREEMENT") FOR A MAXIMUM OF FIFTY-FOUR (54) APARTMENTS AT AVA VAN NESS, 2950 VAN NESS STREET, NW, WASHINGTON, DC 20008, BY AND BETWEEN AVALONBAY COMMUNITIES, INC., MANAGER AND AGENT OF OWNER, SMITH PROPERTIES HOLDINGS CONSULATE L.L.C., AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA**

**WHEREAS,** in accordance with the D.C. Official Code §38-1202.01(a)(5), the Board of Trustees ("Board") is charged with the responsibility of governing the University of the District of Columbia ("University") and possesses all of the powers necessary or convenient to make, deliver, and receive deeds, leases and other instruments; and

**WHEREAS,** pursuant to 8B DCMR §205.4(e), specific authorization of the Board is required for any commitment greater than one million dollars ($1,000,000.00) in a single fiscal year; and

**WHEREAS,** in accordance with the D.C. Official Code §1-204.51(b)(1), approval of the Council of the District of Columbia ("Council") is required for all contracts involving expenditures in excess of one million dollars ($1,000,000.00) during a 12-month period; and

**WHEREAS**, in accordance with the D.C. Official Code § 1-204.51(c)(3), Council approval is required for multiyear contracts; and

**WHEREAS,** pursuant to 8B DCMR §2100.1, the President, subject to Board approval, is authorized to enter into real estate lease agreements with any person, partnership, corporation, or other entity; and

**WHEREAS,** pursuant to 8B DCMR §2100.3, the President shall lease property as the President deems to be in the interest of the University and necessary for the accommodation of university activities; and

**WHEREAS,** pursuant to 8B DCMR §2100.7 and §2100.8, acquisition of space by lease will be by negotiation, on the basis most favorable to the University, with due consideration to maintenance and operation efficiency and are only at charges consistent with prevailing scales in the community for comparable facilities; and

**WHEREAS,** pursuant to 8B DCMR §2100.9, Board approval is required for all leases and lease renewals; and

**WHEREAS,** the University enrolls students from across the country and around the world who need access to safe and affordable housing close to the Van Ness Campus, and the University currently has no on-campus student housing options; and

**BOARD OF TRUSTEES**
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**WHEREAS**, the University Administration recommends that the University enters into a bulk lease agreement to lease up to fifty-four (54) apartments at AVA Van Ness to house student athletes, DC UP students and the general student population; and

**WHEREAS,** the Lease Agreement is for a five (5)-year term with two (2) one (1)-year options to extend the term of the Lease Agreement; and

**WHEREAS,** the total cost to lease the apartments is an amount not to exceed ten million, fourteen thousand, five hundred ninety-eight dollars and thirty cents ($10,014,598.30); and

**WHEREAS,** the President has determined that it is in the interest of and is necessary for the University to enter into the Lease Agreement to accommodate students enrolled in the University; and

**WHEREAS,** the Lease Agreement has been negotiated on a basis most favorable to the University with due consideration to maintenance and operation efficiency, the lease terms are normal and customary for leases of this type, and the lease terms are at charges consistent with prevailing scales in the community for comparable facilities; and

**NOW THEREFORE BE IT RESOLVED,** that, subject to the required approval of the Council, the Board of Trustees approves the Lease Agreement and the President is authorized to execute the Lease Agreement in substantially the form as attached hereto as **Attachment A** and is authorized to exercise the options to extend the term in accordance with the terms of the Lease Agreement.

**BE IT FURTHER RESOLVED,** that as soon as practicable, the President is hereby directed to transmit the Lease Agreement to the Council for its approval.

Submitted by the Committee of the Whole: April 22, 2025

Approved by the Board of Trustees: April 22, 2025

Christopher D. Bell
Chairperson of the Board

# BULK LEASE AGREEMENT

This **BULK LEASE AGREEMENT** (the "Agreement" or “Bulk Lease” or “Lease”) is made and entered into as of the ___ day of _____, 2025 (the “Effective Date”), by and between **AvalonBay Communities, Inc.**, a Maryland corporation (and certain of its affiliates)("Landlord" or "AvalonBay"), as agent for the owner of the property located at 2950 Van Ness St. NW, Washington DC 20008 and known as the AVA Van Ness (the “Premises”), and the **University of the District of Columbia,** an independent instrumentality of the District of Columbia (“Tenant” or “University”) (collectively, the “Parties”).

## RECITALS

**WHEREAS**, Tenant has multiple apartment units currently under separate lease agreements with Landlord on the Premises to support its housing program for its students;

**WHEREAS**, Tenant desires to increase the number of leased units on the Premises to accommodate its increased demand for student housing and Landlord agrees to provide additional units in accordance with a master lease arrangement;

**WHEREAS**, Landlord and Tenant have agreed to terms and conditions herein that will govern the current and future unit leases on the Premises during its term.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Leased Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord up to the Maximum Units (as defined herein) apartment units on the Premises in accordance with the terms of this Agreement. The units leased by Tenant shall be used for housing accommodations for its students and staff (“Occupants”). AvalonBay makes no representations that any number of apartments will be available at the time when the University may desire to house additional Occupants beyond the Maximum Units permitted under this Agreement.

2. **Bulk Lease Term**. The initial term of this Agreement shall be for five (5) years, with two (2) one (1)-year renewal options exercisable by Tenant (the “Bulk Term”), beginning on the Bulk Lease Commencement Date (as defined under Section 3 below) and ending at 11:59 p.m. (EST) on September 30, 2030 (“Initial Term Expiration Date”), including such termination date for any extension option(s) exercised by Tenant (the “Lease Termination Date”). To exercise a renewal option for this Agreement, Tenant shall give Landlord written notice of its intent to exercise a renewal option no less than twelve (12) months prior to the end of the Bulk Term (or by the end of the first renewal term, in the case of the second renewal option notice) (“Tenant’s Notice”), subject to Landlord’s written consent to either the first or second renewal option, as applicable, within thirty (30) days from receipt of Tenant’s Notice and such Landlord consent shall not be unreasonably withheld or delayed. At that time, Tenant shall provide Landlord with a written notice of termination or renewal for each unit lease subject to the terms of this Agreement. For units the Tenant elects to terminate, such units will terminate on the unit’s expiration date, as defined, in

Section 3(b) herein. Tenant will remain rent-responsible for said units pursuant to Section 22(b) of this Agreement.

3. **Lease Commencement Dates**. The "Bulk Lease Commencement Date" shall be the date of the full execution of this Agreement and delivery of all units listed under **Exhibit D** hereof that are then-available for move-in (i.e., the available for move-in new units and renewal units).

a. Unit Commencement Dates. During the Bulk Term, Tenant may enter into new unit leases in accordance with the terms of this Agreement. All such new units may have its own commencement date (i.e., different than the Lease Commencement Date) to ensure that such date shall be no more than seven (7) days after the unit becomes vacant and ready for move-in (in each case, the "Unit Commencement Date").

b. Unit Expiration Dates. Landlord reserves the right to determine the unit lease expiration date for all units under this Agreement; provided however, that Landlord shall ensure that the unit expiration dates for all units under this Agreement shall be on or by September 30th for each lease year during the Bulk Term, including any exercised extension options, such that units for which the Tenant has provided termination notice under Section 2 or Section 22 hereof will be terminated prior to or by the Lease Termination Date of the Agreement.

4. **Unit Delivery Conditions.** Landlord shall deliver Tenant's units on the Premises in its as-is, unfurnished condition, except that all new units shall be painted and carpet shall be cleaned or replaced prior to each Unit Commencement Date. Landlord will apply its usual standard of determination for carpet replacement and cleaning. While a unit under this Agreement is leased by Tenant, but unoccupied by an Occupant, Landlord will periodically inspect units and provide new carpet, paint, and other replacements as determined necessary by the Landlord in accordance with the Landlord's usual standard for determination of need for an otherwise vacant unit. The periodicity of this review shall be no more than once every two (2) years. If during this review, the landlord determines that the unit is deteriorated or damaged to the degree that it would require a full renovation or other targeted major repair, the Landlord shall: (i) notify Tenant in writing of such damage or deterioration within the unit and provide details of the nature of the risk in such unit, and (ii) in the event such damage or deterioration condition is not a health, life or safety issue, nor would otherwise result in a violation of a rule or regulation of the District of Columbia upon inspection, nor poses a risk of causing additional damages in the event it is not repaired, the Tenant may elect to approve the repairs to be completed by Landlord or disapprove of such repairs to be performed and completed by Landlord. If Tenant disapproves of such proposed repairs by Landlord, Tenant may propose alternative measures to address the needed repair subject to Landlord's reasonable approval. In the event such damage is a health, life or safety issue, or would result in a violation of a rule or regulation of the District of Columbia upon inspection, or otherwise poses a risk of causing additional damages in the event it is not repaired, the Landlord shall complete the repairs expeditiously.

5. **Unit Tenant Preferences.**

(a) Whenever possible during the Bulk Term, Tenant prefers and requests that the leased units be located within close proximity of each unit (per floor) under this Agreement.

(b) Subject to availability, Tenant prefers to increase or maintain its number of leased units under this Agreement applying the following priorities:

First: Classic Two (2) Bedroom Units, *then* Tier 1 Two (2) Bedroom Units, up to forty-eight (48) total units of the Maximum Units,

Second: Classic One (1) Bedroom Units, up to six (6) total units of the Maximum Units

(c) Notice to Tenant of Available Units. To achieve the Tenant preferences during the Bulk Term, Landlord shall provide upon request by Tenant all then-available apartment unit numbers in a schedule of upcoming lease expirations to allow Tenant to request additional units (within the Maximum Units) that best meet the Tenant preferences. Units on the availability report are not guaranteed to the Tenant and will continue to be available to rent to other prospective renters until the Tenant requests those units be reserved and becomes financially responsible for the same within seven (7) business days after such reservation by Landlord has been accepted.

6. **Effect on Renewal Unit Leases**. The Parties intend for the terms and conditions set forth in this Agreement to apply to all units leased by Tenant on the Premises, including those existing leased units. Tenant has approximately twenty-six (26) units under lease on the Premises (the "Renewal Units") prior to the Effective Date of this Agreement. Notwithstanding anything to the contrary in the lease agreements of the Renewal Units, all Tenant unit leases (including Renewal Units) existing as of the Effective Date, and all new unit leases entered into during the Bulk Term shall be subject to the terms and conditions of this Agreement. In the event of any conflict between any unit lease and this Agreement, the terms and conditions of this Agreement shall govern.

7. **New Unit Documentation During Bulk Term.** The parties are entering into this Agreement, including **Exhibits B** and **C** attached hereto, in order to streamline the process of executing new unit lease agreements where Tenant may lease up to the Maximum Units of individual apartment units during the Bulk Term. The use and occupancy of each apartment shall be governed by a separate contract cover page to lease (i.e., **Exhibit B**) to this Agreement, the terms of this Agreement, and the standard apartment lease contract terms, conditions and disclosures attached hereto as **Exhibit C** (collectively, the "Unit Lease"). Tenant hereby agrees to:

a. Notify any and all Occupants under this Agreement that they must abide by any and all District of Columbia rules and regulations, and reasonable existing rules and regulations promulgated by Landlord, as well as those that may be implemented by Landlord in the future, for the proper operation of AVA Van Ness including the Community Policies attached hereto as part of **Exhibit C's** Unit Lease. To ensure that all rules, regulations and policies of **Exhibit C** remains current during the Bulk Term, Landlord and Tenant hereby acknowledge and agree that Landlord may update or revise applicable sections of the terms and conditions of this **Exhibit C** from time to time and shall provide Tenant with a copy of same with ninety (90) days prior written notice.
b. Tenant is responsible for the conduct of the Occupants of the Apartments.

c. Tenant's staff residing at AVA Van Ness as well as its Director of Residence Life, if different, shall maintain communication with Landlord to ensure all applicable standards of conduct are being followed.
d. The University's Office of Residence Life and Office of Public Safety are accessible twenty-four (24) hours per day, and their respective contact information shall be provided to Landlord.
e. To the extent that there is any conflict between this Agreement and any Unit Lease, the terms of this Agreement shall control. A breach of any material provision of the Unit Lease by an Occupant will be a violation of this Agreement by Tenant.

8. **Maximum Units.** During the Bulk Term, Tenant may lease and occupy up to fifty-four (54) units (or approximately twenty percent (20%) of total units) on the Premises, subject only to the limited right of Landlord to reduce Tenant's unit count under the circumstance described below.

a. Limited Recapture Right Upon Sale. In the event that Landlord has accepted a bone fide offer to sell the Premises to a third party, and such third party's financing covenants/conditions include that no tenant of the Premises may control more than ten percent (10%) of the total units in the Premises, Landlord shall provide Tenant: (i) at least twelve (12) months' advance written notice that the then-total number of leased units by Tenant in excess of twenty-five (25) units (or approximately ten (10) percent of the total units of the Premises) may be terminated by non-renewing such existing leased units at the end of such unit leases' terms (such unit lease terms are within the Bulk Term), and (ii) upon such notice by Landlord, Landlord shall disclose any and all available housing options within AvalonBay's portfolio of properties within a two (2)-mile radius of the Premises to potentially transfer or accommodate the reduced housing capacity of Tenant (total beds lost by Tenant). Landlord shall take all commercially reasonable steps to assist Tenant in the event of its exercising this Recapture Right.

9. **Base Rent.**

(a) All unit leases of Tenant in effect prior to the Bulk Lease Commencement Date, including all renewal units ("Initial Units"), will continue to pay their previously agreed to rent until the then-current unit lease end date. The rent rates described under **Exhibit A** hereof shall begin to apply to the Initial Units upon the renewal dates that first occur after (i) the Bulk Lease Commencement Date (i.e., within Bulk Lease Year 1 (as defined below)) and (ii) after September 30, 2025.

(b) Upon the Bulk Lease Commencement Date, Tenant covenants and agrees to pay Landlord, except as otherwise provided herein, without demand, abatement, deduction or offset, the annual base rent applicable to each unit lease, the amount set forth for each respective category of unit on the rent schedule attached hereto as **Exhibit A**, in monthly installments in advance on the first (1st) day of each month. The rental rates under **Exhibit A** shall apply to all units listed under **Exhibit D** (as amended from time to time).

(c) For purposes of the base rental rates for the Lease Years under this Agreement, the first fixed annual base rental rate for each unit category under **Exhibit A** shall take effect on October 1, 2025 through September 30, 2026 (the "Bulk Lease Year 1" or "LY1"). Each subsequent Lease Year

(i.e., LY2 through LY5) shall begin on October 1st and expire on September 30th for each such twelve (12)-month Lease Year. Upon the anniversary date of LY1, and each subsequent anniversary date thereafter during the Bulk Term, the base rental rate shall be increased by three and a half percent (3.5%) above the then-expiring Lease Year rate, including any extensions exercised.

10. **Security Deposit.** Tenant shall not be required to provide a security deposit for any newly leased units during the term of this Agreement. Prior deposits for certain existing units (including Renewal Units) within Tenant's inventory are hereby acknowledged.

11. **Operating Expense Fee.** Tenant will pay a fixed fee for operating expenses per unit on a quarterly basis based on the number of units leased during such quarter. This Operating Expense Fee shall be itemized (per unit) under **Exhibit A** hereto.

12. **Amenity Fee**. An amenity fee totaling five hundred dollars ($500) per unit shall be payable for each apartment unit rented under this Agreement. During the term of the Agreement, the Landlord may increase the amenity fee to an amount not to exceed $550 annually; provided however, the rate charged for the Tenant's Amenity Fee shall not exceed the rate of Landlord's other tenants.

13. **WiFi Service Fee.** Landlord provides internet service for each unit on the Premises. Tenant agrees to pay the monthly internet fee, fifty-one dollars ($51.00) per month, along with its monthly rent payments to Landlord. During the term of the Agreement, the Landlord may increase the WiFi Service Fee to an amount not to exceed $90 per month; provided however, the rate charged for the Tenant's WiFi Service Fee shall not exceed the rate of Landlord's other tenants.

14. **Electricity.** The Tenant shall be responsible for the setup and payment of electricity services to each respective unit under the terms of this Agreement.

15. **Storage Units, Bike Storage and Parking.** Tenant has not requested the use or rental of storage units, bike storage or parking for its Occupants. If any Occupant desires to use any of these services, the Occupant must request and pay for such services directly with and to the Landlord, respectively.

16. **Brokerage.** AvalonBay recognizes Civitas Bedrock as the University's broker (the "Broker") in this proposed bulk lease transaction. In the event of a lease of the Premises with the University, AvalonBay will pay to Broker a commission per the terms of a separate agreement, provided Civitas Bedrock serves as the Broker in that transaction. The University acknowledges that there is no other broker, finder, or intermediary with whom it has dealt in connection with the Premises for this transaction.

17. **Landlord-Tenant Communications.** Landlord and Tenant shall timely inform the other, in writing (or, in the case of an emergency, via telephone contact the Jennifer C. Brad, Director of Housing & Residence Life at (917) 364-0597, with prompt written notice to follow), of any (i) material disputes with Occupants, (ii) emergency issues regarding or occurring on or about the Premises, (iii) matters of concern regarding Occupants' safety; (iv) injury to any Occupant; and (v) any matter regarding Occupants, the Premises and/ or the subject matter of this Agreement,

that Landlord and Tenant should reasonably anticipate as an issue or matter that the other Party would desire to be informed of, assuming that Landlord or Tenant has knowledge of such matter(s). If the issue or matter is a health, life or safety issue, or would result in a violation of a rule or regulation of the District of Columbia upon inspection, or otherwise poses a risk of causing additional damages in the event it is not repaired, it would constitute an emergency and require the Landlord or Tenant to inform the other within twenty-four (24) hours. Tenant shall be responsible for quarterly housing inspections for the purposes of determining if there are existing conditions that may cause an emergency issue or otherwise do not comply with community guidelines as detailed in Exhibit C of this Lease. Tenant must inform Landlord if such conditions exist in a timely manner. The Landlord and Tenant will meet quarterly to discuss operating topics, commitments of this Lease and improvements to communications.

18. **Anti-Deficiency Limitations.** The following limitations exist as to each and every purported obligation of Tenant set forth in this Lease, whether or not expressly conditioned:

a) The obligations of the Tenant to fulfill financial obligations pursuant to this Lease or any subsequent agreement entered into pursuant to this Lease or referenced herein (to which the Tenant is a party) are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004) (the "Federal ADA"), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code§§ 47-355.01 - 355.08 (2004 Supp.) (the "D.C. ADA") and (i) and (ii) collectively, as amended from time to time (the "Anti-Deficiency Acts"); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code§ 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Lease shall create an obligation of the Tenant in anticipation of an appropriation by Congress for such purpose, and the Tenant's legal liability for the payment of rent or any component thereof, under this Lease shall not arise or obtain in advance of the lawful availability) of appropriated funds for the applicable fiscal year as approved by Congress.
b) Tenant agrees to exercise in a timely manner all reasonable, lawful authority (including seeking appropriations) available to it to satisfy the financial obligations of the Tenant that may arise under this Lease. During the term of this Lease, the Tenant shall include in its budget application to the Mayor of the District of Columbia or other appropriate official for each fiscal period, for inclusion in the budget application submitted to the D.C. Council for each fiscal period the amount necessary to fund the Tenant's known potential financial obligations under this Lease for such fiscal period. In the event that (i) a request for such appropriations is excluded from the budget approved by the D.C. Council and submitted to Congress by the Tenant for the applicable fiscal year, or if no appropriation is made by Congress to pay Annual Rental, or any component thereof, due under this Lease for any period after the fiscal year for which appropriations have been made, and (ii) appropriated funds are not otherwise lawfully available for such purposes, the Tenant will not be liable to make any payment under this Lease upon the expiration of any then existing appropriation, the Tenant shall promptly notify Landlord, and this Lease shall immediately terminate upon the expiration of any then-existing

appropriation ("Non-Appropriation Termination").

c) [deleted].

d) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the Tenant shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a Tenant Default.

e) This Lease shall not constitute an indebtedness of the Tenant nor shall it constitute an obligation for which the Tenant is obligated to levy or pledge any form of taxation or for which the Tenant has levied or pledged any form of taxation. No District of Columbia or University of the District of Columbia official or employee is authorized to obligate or expend any amount under this Lease unless such amount has been appropriated by D.C. Council and by Act of Congress and is lawfully available.

f) It is specifically understood and agreed that a failure to obtain appropriated funds in accordance with, and subject to the requirements of Anti-Deficiency Limitations shall not constitute a Tenant Default. In accordance with this Anti-Deficiency Limitations, any deficiency in payments of rent or other fees shall not exceed the amount of funds actually appropriated and lawfully available at the time of the occurrence of a Tenant Default.

g) Any provision in the exhibits and addenda, including but not limited to Exhibit C, indicating that the Tenant shall indemnify, defend or hold the Owner/Landlord, Manager, and Owner/Manager Affiliates harmless or Tenant paying attorneys' fees and costs shall be to the extent permitted by law.

19. **Specific Arrangements for Tenant**. Tenant will not be required to submit applications or undergo credit checks for its Occupants. Tenant may obtain new leases by executing an **Exhibit B**.

20. [RESERVED]

21. **Occupants Identity**

(a) Tenant shall, at least five (5) business days before the Unit Commencement Date for each apartment unit, identify in writing to Landlord the Occupant of each unit by name.

(b) Tenant shall administer the check-in and check-out for any and all Occupant(s) under this Agreement. Tenant's administration of the check-out procedures does not release Occupant(s) from the requirements contained in the unit lease to perform all obligations in conjunction with vacating the apartment unit occupied hereunder. Further, to the extent that the Occupant(s) for any apartment unit vacates during the Bulk Term, Tenant shall notify Landlord in writing, within seven (7) days, that the vacating Occupant(s) no longer is entitled to occupy the unit. To the extent that a new or additional Occupant occupies any unit, Tenant shall identify any such Occupant by name in writing to Landlord at least seven (7) business days before the date that the new or additional Occupant(s) intend to occupy the apartment unit.

22. **Termination**.

a. Termination of Units During Bulk Term. Tenant shall have the right to terminate then-leased units at Unit Lease expiration without additional fees. Tenant shall provide written notice to Landlord no fewer than four (4) months prior to the contractual lease unit termination date for such unit(s).

b. Termination of Units at end of Bulk Term. During the last Bulk LY5 of this Agreement, where Tenant has provided timely notice that it will not exercise its first or, as the case may be, second option to renew, Tenant will remain financially responsible for paying rent for the then-leased units until the earlier of (i) the Unit Lease's expiration dates, which shall in all cases be on or prior to September 30th of such final lease year under this Agreement, or (ii) Landlord re-leasing any such units after its Occupants have vacated for the school year but prior to the Unit Lease's expiration date(s).

c. Early Termination and Fees. Effective at any time during the Bulk Term, Tenant shall have the right to terminate then-leased units prior to the applicable Unit Lease expiration date(s) ("Early Termination Right"). Tenant shall provide written notice to Landlord no fewer than four (4) months in advance of the requested effective date for early termination. The fees that must be paid by Tenant upon exercising its Early Termination Right are as follows:

(i) If terminating during the "Peak Season" (April, May, June, July): Two (2) month's Rent (at the rate of each Unit so terminated);

(ii) If terminating during the "Shoulder Season" (January, February, March, August, September): Three (3) month's Rent (at the rate of each Unit so terminated);

(iii) If terminating during "Low Season"(October, November, December): Four (4) month's Rent (at the rate of each Unit so terminated)

(iv) Tenant may not terminate leases for more than ten (10) Units within a thirty (30)-day period, inclusive of units that would terminate at the end of their contractual Unit Lease term and units that would be terminated early under this provision.

23. **Notices**. All communications, notices and other correspondence under this Agreement shall be in writing and served via hand-delivery or sent to the following addresses for the Parties:

**If to Landlord:**

AVA Van Ness
Community Manager
2950 Van Ness St. NW
Washington, DC 20008
Email:
Phone:

**If to Tenant:**

Teri Little-Berry
Chief Student Development & Success Officer
University of the District of Columbia
4200 Connecticut Avenue, NW
Bldg. 38, Level A10,
Washington, DC 20008
Email: teri.littleberry@udc.edu
Phone: (202) 924-6975

With a copy not constituting notice to:
Office of the General Counsel
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Room 301Q
Washington, DC 20008
Attn: General Counsel
Email: OfficeofGC@udc.edu
Phone: (202) 339-1082

24. **Tenant Default-Cross Default.** Any non-payment of sums, including but not limited to rent, that are due and payable by Tenant hereunder that is not cured within forty-five (45) days after Tenant receives written notice from Landlord thereof shall constitute a default under this Agreement and each of the unit leases, and shall entitle Landlord to exercise all rights and remedies available to Landlord at law and in equity under this Agreement and/or the unit leases, including, but not limited to, the right to terminate all occupancy rights with respect to all of the unit leases subject to this Agreement. Notwithstanding anything to the contrary in the unit leases, in the event that Landlord elects to terminate such occupancy rights and Tenant does not vacate the Premises then Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the terms, conditions, provisions, and obligations of the unit leases insofar as the same are applicable to a month-to-month tenancy, except for the payment of rent. The monthly installment of rent for each month of any such month-to-month tenancy shall be an amount equal to two hundred percent (200%) of the monthly installment of rent payable for the month immediately preceding the termination of occupancy rights.

Tenant acknowledges that the unit leases shall be cross-defaulted against each other for nonpayment of rent and a material breach for nonpayment of rent under any unit leases shall be deemed a material breach under all unit leases. Notwithstanding anything to the contrary in any unit leases, in the event of a material breach, Landlord may terminate each unit lease covered under this Agreement and/or any services provided to Tenant under a unit lease, by giving notice of such termination to Tenant, whereupon the Tenant shall have a forty-five (45) day period to cure. If Landlord elects to terminate the unit leases, everything contained in the unit leases on the part of Landlord to be done and performed shall cease, without prejudice, however, to the right of Landlord to recover from Tenant all rent accrued up to the time of termination or recovery of possession by Landlord, whichever is later, and any and all other monetary damages and/or loss of and/or deficiency in rent sustained by Landlord.

25. **No Partnership/Joint Venture**. By entering into this Agreement, the parties do not intend to create a partnership or joint venture.

26. **Construction**. No portion of this Agreement shall be construed more or less favorably against the drafting party. The parties agree that this Bulk Lease Agreement shall be considered a joint product and construed as such.

If there is a conflict between this Bulk Lease Agreement and the exhibits and addenda attached or incorporated by reference into the Agreement, the provisions of this Bulk Lease Agreement shall control.

27. **Indemnification.** Tenant, including its trustees, directors, officers, employees, representatives and agents, shall not be required at law or equity to indemnify Landlord or any other person or entity related to, affiliated with or under the control of Landlord from or against any and all claims arising from or connected with Tenant's leasing of units as described in this Agreement.

28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without giving effect to its choice of law principles thereof) and the laws of the United States applicable thereto.

29. **No Waiver.** Tenant does not waive any rights to which it is entitled, including, but not limited to: (a) rights to notice prior to eviction proceedings; (b) rights to exemptions or defenses provided by law; (c) rights to bring suit for damages or other relief as permitted by law, and (d) rights to jury trial.

**[INTENTIONALLY LEFT BLANK]**

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement binding on the parties hereto. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

**AVALONBAY COMMUNITIES, INC.**
(as management agent for AVA Van Ness)

By: _____

Name:_____

Title: _____

Date:_____

**UNIVERSITY OF THE DISTRICT OF COLUMBIA**

By: _____

Name: Maurice Edington

Title: President

Date:_____

Approved as to form and legal sufficiency

_____
Avis Marie Russell
General Counsel

# EXHIBIT A

| Annual Escalation | 3.5% |
|---|---|

| Effective Date | 5/1/2025 | 10/1/2025 | 10/1/2026 | 10/1/2027 | 10/1/2028 | 10/1/2029 |
|---|---|---|---|---|---|---|
| End Date | 9/30/2025 | 9/30/2026 | 9/30/2027 | 9/30/2028 | 9/30/2029 | 9/30/2030 |

## Classic Unit Base Rent

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $2,270 | $2,349 | $2,432 | $2,517 | $2,605 | $2,696 |
| Two Bed | $3,555 | $3,679 | $3,808 | $3,941 | $4,079 | $4,222 |

## Tier I Renovated Base Rent

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Reno Prem |
|---|---|---|---|---|---|---|---|
| One Bed | $2,385 | $2,468 | $2,555 | $2,644 | $2,737 | $2,833 | $115 |
| Two Bed | $3,680 | $3,809 | $3,942 | $4,080 | $4,223 | $4,371 | $125 |

## Tier II Renovated Base Rent

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Reno Prem |
|---|---|---|---|---|---|---|---|
| One Bed | $2,500 | $2,588 | $2,678 | $2,772 | $2,869 | $2,969 | $230 |
| Two Bed | $3,825 | $3,959 | $4,097 | $4,241 | $4,389 | $4,543 | $270 |

## OpEx Fee Schedule

| Annual Escalation | 2.5% |
|---|---|

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $25.00 | $25.63 | $26.27 | $26.92 | $27.60 | $28.29 |
| Two Bed | $35.00 | $35.88 | $36.77 | $37.69 | $38.63 | $39.60 |

## Internet Fee Schedule

| Annual Escalation | TBD | Based on pass-through rates from provider + AVB premium |
|---|---|---|

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $52.00 | TBD | TBD | TBD | TBD | TBD |
| Two Bed | $52.00 | TBD | TBD | TBD | TBD | TBD |

## Annual Amenity Fee Schedule

| Annual Escalation | n.a. |
|---|---|

| | Pre-Year 1 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $500 | $500 | $500 | $500 | $500 | $500 |
| Two Bed | $500 | $500 | $500 | $500 | $500 | $500 |

**EXHIBIT B**

(*Specimen:* Unit Lease Contract Cover Pages)

Docusign Envelope ID: 86ECD696-60DF-4E4F-9743-C0E6ECB742CD

April 15, 2025

**University of DC**

We are delighted to have you as a resident at **AVA Van Ness**. Your lease paperwork is now ready for review and e-signature. Please reach out if you have any questions, our contact information is listed below.

On behalf of our entire team, thank you for choosing to make us your home.

Sincerely,
The Team at AVA Van Ness

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**What You Need to Do:**
Review and e-sign the following documents:

- Lease Agreement with Lease Summary Page
- Security Deposit Agreement
- Utility/Renter's Insurance Agreement and Authorization
- Community Policies
- Community Specific Forms

**Important Reminders:**

- Submit any outstanding payments (including any Amenity Fees, if applicable)
- Provide a copy of your Renter's Insurance Policy effective for the duration of your new lease.
- Login to AvalonAccess.com and verify your profile information is correct.
- Rent is due on the 1st of every month. Choose the payment option best for you:
  - On AvalonAccess, use the Pay Rent option to pay through your free Bilt Rewards loyalty program account, which allows you to earn points on rent. You will receive an invitation to join Bilt shortly after moving in. Payments can be made through ACH or use the no fee Bilt Rewards credit card.
  - You can also select Pay Rent (Without Rewards) to pay directly on AvalonAccess through ACH or another type of credit card without earning points.
  - Mail to the address on your statement
  - Call the Customer Care Center, 1-877-282-6246 to pay via e-check or with a non-Bilt credit card (additional credit card fees will apply).
- **New Move Ins:** Please complete the steps outlined in the email you received from Moved.com.
- **Renewing Residents**: You must return your new lease and a copy of your updated renter's insurance policy in the month preceding the start of your new lease to avoid additional liability only and month-to-month lease fees.

**Contact Us:**

- Billing Inquiries - AvalonBay Customer Care Center at 1-877-282-6246 or via email at customercarecenter@avalonbay.com.
- Maintenance and Office Teams: *Resident App* is the fastest way to reach the office and maintenance teams when you are a resident. Download the *Resident App* to your mobile device or use the web-based portal. You can also call (202) 362-6870 to leave us a voicemail and someone will follow up with you shortly.
- General Email: VanNess@avaapartments.com

Docusign Envelope ID: 86ECD696-60DF-4E4F-9743-C0E6ECB742CD

# WASHINGTON, DC CONDOMINIUM APARTMENT LEASE AGREEMENT

## INTRODUCTION

## AVA Van Ness

You are entering into an Condominium Apartment Lease Agreement (this "Lease") as of the date signed. Capitalized terms used in this Lease that are not defined are identified in the Summary.

We have tried to make this Lease as easy as possible for you to review, including writing much of it in a question and answer format. Your Lease consists of all of the following, taken together:

- This Introduction
- Document 1: Summary of Key Lease Terms
- Document 2: Questions and Answers (Additional Lease Terms)
- Document 3: Community Specific Terms
- Document 4: Community Policies
- Document 5: Security Deposit Agreement
- Any Other Addenda and Documents we give to you as part of the Lease at the time you enter into the Lease.
- Any Rules and Regulations posted from time to time at the Community

This Lease is contingent on our approving your application and we are entering into it with you based on what you told us in your application. Your representations in the application are deemed material. If any of those representations are untrue, incorrect or misleading, you will have breached this Lease and we may terminate this Lease in accordance with applicable law.

## APARTMENT LEASE AGREEMENT - SUMMARY OF KEY LEASE TERMS

This Summa y of Key Lease Terms (the "Summary") is an integral part of your Lease and is included within this Lease for all purposes. All terms used in the Summary are deemed to be defined terms for purposes of the Lease.

**APARTMENT ADDRESS: 2950 Van Ness St #418, Washington, DC 20008**
**COMMUNITY NAME ("The Community"): AVA Van Ness**

| | | | |
|---|---|---|---|
| **LEASE BEGIN DATE:** | **04/23/2025** | **CURRENT LEASE TERM:** | **1** |
| **LEASE END DATE:** | **05/31/2025** | **ORIGINAL MOVE-IN:** | **04/23/2025** |

**RESIDENT(S):** **University of DC** **OCCUPANT(S):**

**MANAGER:** We are the property manager and agent of the Owner. In this Lease, the Manager is referred to as "we", "us", and "our.

Name: **AvalonBay Communities, Inc.**
Address: **2950 Van Ness St. NW, Washington, DC 20008**
Phone Number: **(202) 362-6870**

**OWNER:** The Owner is:

Name: **Smith Property Holdings Consulate L.L.C.**
Address: **4040 Wilson Boulevard #1000, Arlington, VA 22203**

**PAYMENT OBLIGATIONS (ALL AMOUNTS PAYABLE UNDER THIS SECTION CONSTITUTE "RENT"):**

**SUMMARY OF RECURRING MONTHLY CHARGES:**

| | |
|---|---|
| Base Rent: | **$2,170.00** |
| Technology Connect | **$52.00** |
| Corporate Lease Premium | **$100.00** |
| TOTAL Monthly Charges: | **$2,322.00** |

**SUMMARY OF REQUIRED DEPOSITS:**

| | |
|---|---|
| Security Deposit: | **$0.00** |

**UTILITY OBLIGATIONS:**

| | |
|---|---|
| Electricity: | **Paid by Resident** |
| Gas: | **Paid by Owner** |
| Trash: | **Paid by Resident** |
| Water: | **Paid by Resident** |
| Sewer: | **Paid by Resident** |
| Other: | **Not Applicable** |
| Hot Water Energy: | **Not Applicable** |

**SUMMARY OF ONE-TIME PAYMENTS:**

| | |
|---|---|
| Common Area/Amenities: | **$500.00** |
| Application Fee: | **$0.00** |

**MISCELLANEOUS TERMS/CHARGES:**

| | |
|---|---|
| *Rent Due Date:* | **1st of the Month** |
| *Late Charge Date:* | **6th** |
| *Late Charge:* | **$50.00** |
| *Returned Check Charge:* | **$35.00** |
| *Transfer Charge:* | **100%** |

**ASSIGNMENTS:**

**Initials:**

**EXHIBIT C**

(Standard Apartment Lease Terms, Conditions and Disclosures)

**WASHINGTON, DC CONDOMINIUM APARTMENT LEASE AGREEMENT**

**QUESTIONS AND ANSWERS (ADDITIONAL LEASE TERMS)**

The **answers** to these questions form a part of this Lease. This Table of Contents and the questions themselves are not a part of the Lease, but have been provided to give you a convenient reference tool.

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4. Can I sublease or assign my Condominium Apartment Lease to someone else or list it or lease it on any third party short term or long term rental or b and b service?
5. When can I move into the Condominium Apartment?
6. How long does my Lease run?
7. What if I sign this Lease and do not move into my Condominium Apartment?
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11. What are the other financial obligations listed on the Summary?
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15. Am I required to pay a security deposit?

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17. Are there any general behavioral guidelines?
18. Am I permitted to have a lien filed?
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20. What if I don't follow the rules and regulations?
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41. What are your policies surrounding infectious disease such as COVID-19 and any other health emergencies?
42. When can the Owner or the Manager enter my Condominium Apartment?
43. How will you treat the personal information I provide to you?
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55. How will you provide notice to me when it is required?
56. How else can you contact me with information related to my Lease or residency?
57. How should I provide formal legal notice to you?
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59. What other general provisions apply to this Lease?
60. Do the provisions of this Lease survive the Lease End Date and/or termination of this Lease?
61. If I have a disability, may I request a modification to my Condominium Apartment or the common areas, or an accommodation to your policies, practices or services?
62. Does the Owner have the right to make any changes to my Condominium Apartment?

**My Condominium Apartment and my Lease Agreement**

1. **Who are the parties to my Lease?**

   This Lease is between the Owner and the Residents listed in the Summary. When we use the terms "we," "our" or "us" in this Lease, we are referring to the Owner or to the Manager acting on behalf of the Owner. When we use the term "you" or "your" in this Lease we are referring to the Residents, individually and collectively. The company listed as "Manager" in the Summary is the manager of the Community and has the authority to act as agent for the Owner in managing the Community. The Manager may or may not be the same company as the Owner.

2. **Which Condominium Apartment and non-residential units (garage, storage) am I renting?**

   You are renting the Condominium Apartment identified and located in the Condominium Apartment Community listed under the term "Condominium Apartment Address" in the Summary. In addition, if you have elected to rent a Garage or Storage Unit, those units are listed in the Summary under "Assignments." Your Condominium Apartment and the Community, including all buildings, common grounds, amenity and parking areas, are together called the "Premises" in this Lease. Lofts may not be used as bedrooms.

3. **Who is allowed to live in my Condominium Apartment?**

   Only the individuals specifically identified as "Occupants" in the Summary and approved pets may live in your Condominium Apartment. You are not permitted to take in boarders or roommates without our prior written consent, which we may give or withhold in our sole discretion or as otherwise required by law. No one other than the Occupants may stay in your Condominium Apartment for more than four consecutive days or more than eight individual days in any one calendar month without our written permission.

   If we accept Rent (as defined in Question 9) from any other individual, doing so shall be deemed to be the payment of Rent on your behalf and shall not constitute permission for the person making the payment to occupy the Condominium Apartment home. Should any person not named as a Resident or Occupant in this Lease make any claim to right of possession of the Condominium Apartment home, any such person shall be deemed to be your guest or invitee. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Condominium Apartment home, and if any such individual thereafter makes a claim to right of possession of the Condominium Apartment home, that claim shall be denied on the basis that said individual is your invitee and does not have an independent claim to right of possession of the Condominium Apartment home.

4. **Can I sublease or assign my Condominium Apartment Lease to someone else or list it or lease it on any third party short term or long term rental or b and b service?**

   Subletting or securing a replacement resident, and any assignment of this Lease by you, will be allowed only with our prior written consent, which may be granted or withheld in our sole discretion, or as otherwise required by law. If we permit you to sublet your Condominium Apartment or assign this Lease, you will remain responsible for the payment of all amounts due under this Lease and the performance of all other obligations under this Lease, including payment for any damages. If you request that we consent to the sublease or assignment of your Lease, we may elect, at our sole option, subject to applicable law, to terminate your Lease and enter into a new Lease directly with the person to whom you propose to sublease or assign.

   Under no circumstances are you to rent space in your Condominium Apartment home to occupants on a short-term basis for any short-term occupancy, or to advertise your Condominium Apartment home for rental by any short-term or transient occupants, including without limitation on sites such as Airbnb, VRBO, Couchsurfing, craigslist, Expedia, Hotels.com or other similar locator sites. Listing or renting your Condominium Apartment home on any such site is a violation of this Lease. If you are found to be using the Premises as a short-term rental in violation of the law of D.C., you will be reported to the appropriate authorities.

5. **When can I move into the Condominium Apartment?**

   You may move into the Condominium Apartment on or after the Lease Begin Date set forth in the Summary. Although we expect the Condominium Apartment to be ready for you on that date and it is rare that Condominium Apartment is not ready for a resident, in the event that the Condominium Apartment is not ready for you to move in on the Lease Begin Date, neither the Owner nor the Manager will be liable for the delay. However, you will not be required to pay Rent during the period of the delay.

   If there is a delay in availability of your Condominium Apartment of more than 14 days, you may terminate this Lease by providing written notice to us up to the date when you are advised that the Condominium Apartment will be ready for occupancy within 7 days, but no later.

   If we allow you to move into your Condominium Apartment prior to the Move In Date, you must begin paying Rent and performing your other obligations under this Lease beginning on the date you actually move into your Condominium Apartment. The date you move into your Condominium Apartment will not affect the Lease End

Date or other terms of the Lease.

**6. How long does my Lease run?**

The Lease begins on the Lease Begin Date specified in the Summary and ends on the Lease End Date specified in the Summary, unless it is either terminated, extended or renewed under the provisions of this Lease.

a. Terminated: This Lease may be terminated by us if you default (See the answer to Question 23 below), or by you and us if we together change the Lease End Date (See the answers to Questions 46 and 47 below).

b. Renewed: We may offer to renew your current Lease at any time before the end of the current Lease, but we have no obligation to do so. Your renewal lease term would begin at the end of the term of this Lease and may be on different terms from this Lease, which will be reflected by a new Lease signed by you and by us.

c. Extended: **BY ENTERING INTO THIS LEASE AGREEMENT YOU AGREE THAT IF YOU DO NOT SEND US WRITTEN NOTICE OF YOUR INTENTION NOT TO RENEW YOUR LEASE AT LEAST THIRTY (30) DAYS PRIOR TO THE LEASE END DATE, YOUR LEASE WILL BE AUTOMATICALLY EXTENDED ON A MONTH-TO-MONTH BASIS UNLESS WE GIVE YOU NOTICE AT ANY TIME PRIOR TO THE LEASE END DATE THAT THE LEASE WILL END ON THE LEASE END DATE WITHOUT A MONTH-TO-MONTH EXTENSION**. If we permit you to continue as a Month-to-Month resident, you must pay the Community's market month to month rent for your Condominium Apartment at that time (as determined by us in our sole discretion and communicated by us to you at least 30 days prior to the Lease End Date).

If you are or become a Month-to-Month resident your Lease shall automatically renew on a month-to-month basis, unless you or we provide thirty (30) days' prior written notice to the other of termination. In addition, we will have the right to increase your Rent from time to time upon thirty (30) days' written notice to you, subject to applicable law.

We may give you notice any time through the Lease End Date that we intend to terminate the Lease as of the Lease End Date and will not renew on a month-to-month or any other basis. **Nothing in this section is intended to waive our right to immediately file suit for eviction, without prior notice, if you remain in possession of the** Condominium Apartment **after the Lease End Date without our permission or consent.** If we give you notice of our intent not to renew your Lease and you do not vacate the Condominium Apartment prior to the Lease End Date, then you will be a holdover resident and we reserve the right to terminate your tenancy pursuant to applicable law.

**7. What if I sign this Lease and do not move into my Condominium Apartment?**

By signing this Lease, you have committed to pay Rent through the Lease End Date. This means that even if you do not take possession of your Condominium Apartment, you will remain liable for all of your obligations under this Lease, subject to our duty to take reasonable actions to rent your Condominium Apartment to another resident. You understand and acknowledge that we have an obligation to use commercially reasonable efforts to lease your Condominium Apartment as quickly as possible to another resident in the event that you do not take possession of the Condominium Apartment in order to minimize the damages caused by your default. However, if, for any reason, you are unable to occupy your Condominium Apartment home after you have signed this Lease but before the Lease Begin Date, you have the right to make us an offer to terminate this Lease by sending us a written notice offer prior to the Lease Begin Date that is accompanied by an amount equal to one month's Base Rent, as listed in the Summary ("Termination Charge"). You agree that such Termination Charge will be retained by us as consideration for our allowing you to terminate the Lease early. If we accept your written offer and Termination Charge, your obligations under this Lease will terminate effective as of the date we receive such written notice and the termination payment, and we will refund your Security Deposit and, if applicable, Pet Deposit pursuant to the terms of the Security Deposit Agreement. If this termination is prior to your initial Lease term, we will also refund the common area/amenity charge that was paid. We will not refund any other charges.

**8. Who should I contact if I have questions or concerns regarding this Lease, my Condominium Apartment or the Community?**

If you have questions or concerns regarding this Lease, your Condominium Apartment or the Community, you should contact a representative of the Manager. You can stop by the leasing office during office hours, which are posted, or call the phone number listed on Document 3 (the Community Specific Terms) attached to these Questions and Answers and made a part of your Lease. For formal legal issues relating to the Lease or your residence at the Community, please send any notices in accordance with the answer to Question 56 below.

**My Financial Obligations Under the Lease**

**9. What is the Rent that I owe to the Owner/Manager under the Lease?**

All payments of any kind under this Lease are considered Rent and m st be paid without notice, demand, offset, deduction or recoupment.

**The total fixed amount you must pay monthly is provided for you on the last page of the Summary and is called "Total Monthly Charges."** This amount is in addition to monthly utility charges that are marked "Paid by Resident" on the Summary and are billed separately as described in the Utilities section.

If the Lease Begin Date on the Summary is other than the first day of a month, your first month's Rent will be prorated, and is identified on your Resident ledger. If the Lease End Date on the Summary is other than the last day of a month, your last month's Rent will also be prorated, and you will be provided with the prorated amount prior to the date such last month's Rent is due.

**10. Who is responsible for paying the Rent and meeting other Resident obligations?**

Each Resident signing this Lease is responsible (on a joint and several basis) for paying all of the Rent and meeting all of the other obligations of Residents under this Lease. This means that if one Resident does not pay his or her share of the Rent or perform the other obligations of the Resident under this Lease, the other Residents are responsible for paying the full amount of the Rent and performing those obligations.

**11. What are the other financial obligations listed on the Summary?**

You will be responsible for the following as applicable listed on the Summary and where allowed by law, the following may be included in any action for failure to pay Rent:

a. Common Area Amenity Charge: You agree to pay a charge for the use, in common with the other residents of the Community, of the common areas and amenities at the Community. The amount of this Common Area Amenity Charge is identified in the Summary. This Common Area Amenity Charge is not a monthly recurring charge. Your payment covers the full term of this Lease (but not any renewal). This Common Area Amenity Charge is not part of your Security Deposit and is non-refundable except under the circumstances discussed in the answer to Question 46 below.

b. Late Charge: If your Rent is not paid before the Late Charge Date identified in the Summary, a Late Charge in the amount specified in the Summary will be due immediately. In the event of such late payment, we reserve the right to require that both the Rent and the Late Charge must be in the form of a money order, cashier's check, or certified check. By signing this Lease, you are indicating that you understand and agree that the Late Charge is fair, reasonable, and acceptable compensation to us, for the expenses and harm that we suffer when your Rent is not paid on time. You also acknowledge that it would be extremely difficult and burdensome for us to calculate, assess and collect compensation for such expenses and harm each time there is a delay in receiving your Rent.

   We reserve the right to require that any Rent that is paid after the Late Charge Date must be in the form of a money order, cashier's check, or certified check. If you give us a check that is returned for "insufficient funds" or for any other reason, or if credit card or ACH payments are disputed for fraudulent activity, you may be required to pay all Rent by money order, cashier's check, or certified check.

c. Returned Check Charge: If you send us a personal check and when we deposit the check it is returned for "insufficient funds" or for any other reason, you agree to pay the Returned Check Charge specified in the Summary as compensation for our expenses in processing the returned check. You will also be liable for any Late Charge incurred as a result of the check being returned. The Returned Check Charge is due with the redeeming payment.

d. Non-Refundable Pet Charge: If we permit pets (as provided in Document 4 (the Community Policies) and you elect to keep a pet or pets, you agree to pay a Non-Refundable Pet Charge in the amount specified in the Summary, or provided by the Community, for each animal, bird, or pet of any kind that is to be kept in or about your Condominium Apartment. This amount, if applicable, is in addition to any required increased deposit and is non-refundable. This amount is payable upon signing the Lease if you plan to keep a pet in your Condominium Apartment as of the Lease Begin Date. If you bring a pet into the Community after your Lease Begin Date, you must notify us in writing, receive our permission and pay any Non-Refundable Pet Charge prior to bringing the pet into your Condominium Apartment.

e. Month-To-Month Premium: If you are or become a Month-to-Month resident, in addition to all other amounts due under this Lease, you will be required to pay the then current market month to month rent for your Condominium Apartment that we determine in our sole discretion.

f. Transfer Charge: If you are not in default of your lease, we will allow you to transfer to another Condominium Apartment or another Avalon Community during your lease. All transfers must be requested in writing 30 days in advance. If you want to transfer from your Condominium Apartment to another Condominium Apartment within the Community or within 30 miles of the community, you agree to pay a Transfer Charge in

an amount specified by the community from time to time. This Transfer Charge is non-refundable and a new lease on our current lease form must be signed by you. The Transfer Charge is due at the time you transfer Condominium Apartments and you will be required to pay back a pro rata portion of any concession you received. If you want to transfer to another Avalon community more than 30 miles away, you will not be charged a Transfer Charge. Due to availability and other circumstances, we cannot promise that your transfer request will be granted.

g. Additional Amounts. You will also be required to pay any other amounts set forth in the Summary, required by other provisions of this Lease, or payable in accordance with Community policies.

**12. Will I have any other financial obligations to Owner and Manager under the Lease?**

a. Unreturned Keys: If you fail to return keys, remotes or other access devices that we give to you, you must pay any associated replacement costs.

b. Reimbursements: You are required to immediately reimburse us for the full amount of any loss, property damage or costs of repairs or service caused by negligence or improper use of the Premises by you, your family, guests, invitees, agents, or pets. These amounts include any damages or costs we suffer that are caused by a breach by you of any provision of the Lease. Any reimbursement you owe will be due immediately upon demand by us.

c. Short Term Rental Tax: The undersigned Resident(s) understands, acknowledges and agrees that there will be a transient or hotel tax assessed on the transaction reflected in the Lease Agreement relating to any tenancy less than 91 days in length, and that Resident(s) is responsible for reimbursing Owner and Manager for the amount of such tax in addition to any other amounts due and payable under the Lease Agreement. This tax is not applicable to lease renewals.

**13. Where and when do I pay my Rent?**

Your Monthly Rent is due on or before the first day of each month. Ordinarily, as long as you remain current in your financial obligations, you may choose to pay your Rent by check, money order or cashier's check **made payable as provided in Document 3 (Community Specific Terms)**. If available at the Community, you may also choose to pay electronically or by credit card, using a third party service. Your Community can tell you whether this service is available to you and give you further information about it. Unless otherwise directed by the Manager or the Owner, your payment must be sent to the address provided to you by the Community and received by us by the due date. We are not obligated to accept partial or late payments of Rent but may elect to do so, at our sole option. Our acceptance of any partial payment does not relieve you of your obligation to pay the outstanding balance due. Payments made by check may be processed using electronic check conversion. By sending your check to us, you authorize us to copy your check and use the account information from your check to make an electronic fund transfer from your account in the same amount as the check.

We reserve the right to require that any Rent that is paid after the Late Charge Date must be in the form of a money order, cashier's check, or certified check. If you give us a check that is returned for "insufficient funds" or for any other reason, you may be required to pay all Rent by money order, cashier's check or certified check.

Your Rent payments will be credited to your account on the date they are received by us, provided your check is not returned. Any Rent payment received after legal action has been initiated by us may be accepted, with or without written reservation of our rights, and will be applied to delinquent Rent due, but will not affect any legal action instituted by us against you to recover delinquent Rent, and/or possession of the Condominium Apartment.

Certain optional methods of payment, such as credit card payments or payments over the telephone, may incur additional convenience fees or charges, to the extent permitted by law. By utilizing such services, Resident expressly agrees to the assessment of these fees.

**14. Will my financial obligations change during the Lease term?**

While we have no current plans to increase or decrease your financial obligations during your Lease term, occasionally circumstances change and an additional fee or charge is assessed against the Community, such as additional taxes or utility fees. Where we are permitted by applicable law to pass these fees or charges through to the residents of the Community, we may elect to do so by providing you with written notice in accordance with any applicable laws. In particular, if a sales tax is implemented or increased and is applicable to your rental of the Condominium Apartment or a Garage or Storage Unit, you agree that we will have the right to pass that new or increased sales tax on to you.

**15. Am I required to pay a security deposit?**

You are required to pay the Security Deposit as set forth under "Summary of Required Deposits" on the Lease Summary. We will hold this amount to secure the performance of your obligations under the Lease, in

accordance with applicable law and the terms of the Security Deposit Agreement that you sign at the same time as, and incorporated by reference into, this Lease. You may not apply this amount to the payment of Rent.

**Rules and Regulations**

**16. What rules and regulations will apply during the Lease term?**

You and your family, guests, invitees and agents are required to comply with all reasonable rules and regulations made now or later by us pertaining to the Community. These rules include both (i) Document 4 (the Community Policies), and (ii) rules and regulations posted at the Community from time to time. You must obey all laws and ordinances applicable to your Condominium Apartment and the Community, and you, your family, guests, invitees, agents and pets must not be disorderly or disturb other residents.

**17. Are there any general behavioral guidelines?**

A. You must, and must cause your family, guests, invitees, agents and pets, and emotional support and service animals, to:

(i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Community by us, other residents and occupants and any of their guests, invitees or agents;
(ii) not engage in abusive conduct toward us or our employees or agents; and
(iii) not unreasonably interfere with our management of the Community.

B. Prohibited activities on, in, or about the Premises include, but are not limited to:

(i) loud or obnoxious conduct;
(ii) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents or employees) in or near the Community;
(iii) stalking or following other occupants, guests, or our agents or employees;
(iv) disrupting our business operations;
(v) loud fighting inside or outside the Condominium Apartment which disturbs other residents, their guests, or invitees;
(vi) marking or otherwise defacing any building or structure within the Community; marking or otherwise damaging property on, in or around the Condominium Apartment or Community, including automobiles, motorcycles, bicycles and other vehicles;
(vii) manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia;
(viii) engaging in any illegal activity;
(ix) engaging in or threatening violence;
(x) possessing a weapon prohibited for you to own by applicable state law;
(xi) discharging a firearm in or around the Condominium Apartment or Community, including common areas;
(xii) displaying a firearm, knife, or other item that is intended to be used as a weapon, in or around the Condominium Apartment or Community, including common areas, in a threatening manner or any other way that may alarm others;
(xiii) storing anything in closets that contain a gas appliance;
(xiv) tampering with utilities or telecommunications;
(xv) tampering with locks for the Condominium Apartment or Community (e.g., common area locks) or replicating, imitating, or emulating your key fobs, controlled access devices/passes, or remotes;
(xvi) bringing hazardous materials, in or explosive devices, on, into, or around the Community; or
(xvii) injuring our reputation by making allegations against us to others which are false or made in bad faith.

**18. Am I permitted to have a lien filed?**

No. You shall not allow any mechanic's lien or other lien to be filed against the Condominium Apartment or any other location in the Community.

**19. May I run a business out of my Condominium Apartment?**

You may only use the Condominium Apartment as a private residence, unless you have first obtained our written approval, which we may give or withhold in our sole discretion, subject to applicable law. You shall not use your Condominium Apartment as a business address or conduct business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having business clients meet with you at the Premises, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. You may, however, insofar as it is consistent with the restrictions set forth in this Paragraph use a portion of your Condominium Apartment as a "home office." Nothing in this paragraph, however, shall be deemed as disallowing any use of your Condominium Apartment that cannot be prohibited legally.

**20. What if I don't follow the rules and regulations?**

As noted in the answer to Question 22 below, violations of any rules and regulations are a default under the Lease and, in addition to any other rights we may have, we have the right to terminate the Lease and take possession of the Condominium Apartment in accordance with applicable law. Notwithstanding any other provision of this Lease, under no circumstances are you entitled to a cure period for a violation of law or any criminal activity.

**21. What if my guests or other Occupants don't follow the rules and regulations?**

You are responsible for the behavior of your guests, invitees, pets and other Occupants of your Condominium Apartment. We have the right to exclude from the Community any person who violates any of the rules and regulations or who unreasonably disturbs other residents or any of their guests or invitees or any of our employees or agents. In addition, we may exclude from any common area of the Community a person who refuses to show photo identification or refuses to identify himself or herself as a Resident, Occupant, or a guest, agent or invitee of a specific Resident.

**Default Provisions**

**22. When will I be in default under this Lease?**

You will be in default under this Lease if you do not timely comply with any of the terms of this Lease, including without limitation Document 4 (the Community Policies) as amended from time to time, subject to any notice or cure periods identified on Document 3 (the Community Specific Terms).

**23. What are the consequences of being in default under this Lease?**

If you are in default, we have many remedies under this Lease, including the right to terminate this Lease. In addition, you agree to pay us all costs and fees, including attorney's fees, litigation and collection costs that we incur in enforcing our rights under this Lease, to the fullest extent to which we are entitled to collect such sums from you under applicable law.

Subject to applicable law, in the event you default in the payment of Rent we have a lien, in the amount of the unpaid Rent, upon all of the goods, wares, fixtures, furniture and other property of yours which may at any time during the term of this Lease be found on the Premises, and you waive any and all exemptions provided by law. Such lien will be enforced in accordance with the laws of the state in which the Community is located

If you do not pay Rent as required by this Lease, or you are otherwise in default, and we recover possession of the Condominium Apartment, whether by an eviction proceeding or otherwise, you will remain liable for our actual damages due to your breach of this Lease. Actual damages may include, without limitation, a claim for Rent that would have accrued through the end of the Lease Term or until a new tenant starts paying rent under a new lease for the Condominium Apartment, whichever occurs first. If, in an effort to mitigate our damages, we reasonably re-rent your Condominium Apartment at a lower rental rate, actual damages for which we seek reimbursement may also include the reduction in rent we receive during the remainder of your original Lease Term.

If at any time you are in default under this Lease, or have given us good cause for your eviction pursuant to applicable law, we are entitled to reenter the Condominium Apartment as permitted by applicable law. If you continue to occupy the Condominium Apartment we are entitled to proceed by a summary dispossession proceeding, or by any other method permitted by applicable law, and to remove all persons from possession of the Condominium Apartment as permitted by applicable law.

**Utilities**

**24. Who is responsible for paying for utility services to the** Condominium Apartment**?**

We will pay for the utility services to your Condominium Apartment that are marked "Paid by Owner" on the Summary under "Utility Obligations" and the costs for those utility services are included in your Base Rent. You will be responsible for paying costs for or associated with all other utility services ("Utility Charges"), as described below as additional rent. You understand that we are not a utility company and you agree that we are not liable for any inconvenience or harm caused by any stoppage or reduction of utilities beyond our control.

**25. How will I be billed for utilities that are not included in my Base Rent?**

For each utility that is not included in your Base Rent, you will be charged for the availability and/or usage of the utility through either "Direct Utility Billing" or "Allocated Billing", as described more fully below as additional Rent:

(i) Direct Utility Billing - The utility provider will bill you directly on a separate metering and billing basis. It is your sole responsibility to initiate such service in your name before accepting the Condominium Apartment (or after we discontinue service), and to terminate the service prior to vacating the Condominium Apartment. Your community consultant can provide you with information

about local utility companies and how to initiate

service. If you fail to initiate such service in your name, we may bill you (either directly or through a billing company with which we have contracted) for any utility service you receive which is charged to us. Such bills may include an administrative fee. You hereby authorize us to serve as your agent to receive copies of your utility billing records directly from the utility provider.

(ii) Allocated Billing - We or our billing agent will allocate and bill you directly for a portion of the utility charges we incur for the whole Community, with your allocated portion determined on a sub-metering, square footage or other billing basis, as described in more detail under "Utility Billing Methodology" on Document 3 (the Community Specific Terms). Such bills may include an administrative fee from our billing agent.

In the case of Allocated Billing, your community consultant can share with you the approximate Utility Charges for utility service for your Condominium Apartment based on historical amounts, but we cannot guarantee what your charges will be and they will vary based on the factors described on Document 3 (the Community Specific Terms).

In the case of Allocated Billing, subject to applicable law, we may modify the Utility Billing Methodology by which your allocated portion of the bill is determined for any utility during the term of this Lease by providing you with at least thirty (30) days' prior written notice of such modification. This includes, but is not limited to, submetering the Condominium Apartment for certain utility services. All amounts due from you for Allocated Billing, determined as provided on Document 3 (the Community Specific Terms), must be paid by the due date specified on the bill. In addition, failure to pay a bill for Utility Charges from us when due will be failure to pay Rent, triggering all of our remedies for non-payment of Rent set forth in this Lease and under applicable law. You agree that, unless prohibited by applicable law, we will subtract from your security deposit the amount of your final bill for Utility Charges and unpaid balance due.

You agree to pay all Utility Charges during the term of this Lease, including any utility deposits. Further, to the extent permitted by law, if you fail to pay Utility Charges, and we are assessed by the utility company for these Utility Charges, then we may pay these assessments to such utility company and subtract a like amount from your Security Deposit and/or you will be responsible for paying such amounts, including an administrative charge. Further, if you fail to pay Utility Charges, and power to your Condominium Apartment is cut off by the utility provider, you will be in default under this Lease.

You acknowledge that we are not a utility company and we are not responsible for the supply of utility services or water to your Condominium Apartment, even for those services for which you are billed on an Allocated Billing basis. In the event of interruption or failure of utility or water service provided to the Community by the local utility or water company, including but not limited to an inadequate supply, poor pressure and/or poor quality, you will look solely to the local utility or water company for any damages you incur and you waive any claim against us, subject to applicable law.

**26. Do I have to contact any utility companies?**

Yes. You must contract directly with the appropriate utility company for each utility service not provided at our expense (i.e., those marked "Paid by Resident" under "Utility Obligations" on the Summary or otherwise discontinued by us during the term of the Lease).

**Care of my Condominium Apartment and Responsibilities Relating to my Condominium Apartment and Community**

**27. Should I inspect my** Condominium Apartment **when I move in?**

Yes. At the time you first occupy your Condominium Apartment or within five (5) business days after your Move-In Date, you should complete an itemized "Move-In Inspection Report" (on a form provided by us) detailing all damages to your Condominium Apartment existing at the time you move in. Both you and we will initial the completed form and you may keep a copy. Completing this Move-In Inspection Report will protect you and help ensure that you are not charged on move out for any damages to the Condominium Apartment that existed before you moved in. If you do not complete and return the Move-In Inspection Report within five (5) business days after your Move-In Date, we may treat such failure as your representation to us that there are no damages and defects in your Condominium Apartment and you will be responsible for paying the cost to repair any damages found after you move out. Such costs may be deducted from your security deposit and, if not sufficient to cover the damage, you will be financially responsible for the rest. Additionally, simply noting items on the Move-In Inspection Report does not mean that we agree to repair them. All maintenance requests must be made separately.

**28. Will you provide me with light bulbs?**

When you move in, we will furnish light bulbs and tubes of prescribed wattage for the light fixtures located in your Condominium Apartment. After that date, you agree, at your expense, to replace light bulbs and tubes in your Condominium Apartment.

**29. What are my general responsibilities in caring for my Condominium Apartment and the Community?**

You are responsible for using reasonable diligence in caring for the Premises and agree to maintain the Condominium Apartment, together with the furniture, furnishings and other personal property, if any, provided by us, in as good condition as they were at the start of this Lease except for ordinary wear and tear. No holes are to be driven into the cabinets, woodwork, ceilings or floors. Holes are permitted in walls for wall hangings only. No change of locks or additional locks are permitted except by our prior written consent. You may not remove any fixtures, or any of our furniture or furnishings from the Premises for any purpose. You may not tamper with or disable any fans or water saving devices. You acknowledge that on the Move-In Date all smoke detectors and carbon monoxide detectors (if any) were present and were in good working order, and that after that date, you will maintain any smoke and carbon monoxide detectors and replace any batteries when necessary.

**30. What are my responsibilities to heat and cool my Condominium Apartment?**

During the heating season you are required to keep the Condominium Apartment thermostat at no less than 55 degrees Fahrenheit and during the cooling season you are required to run the air conditioning enough to prevent the accumulation of moisture. You will be liable for damages to your Condominium Apartment and other parts of the Community that result from your failure to comply with these requirements.

**31. Can I make any changes or improvements to my Condominium Apartment?**

You may only make changes or improvements to your Condominium Apartment with our prior written consent in our sole discretion and at your sole cost and expense. You understand and agree that all fixture improvements automatically become our property and will be surrendered with your Condominium Apartment at the termination of this Lease. Even if we give you permission to make changes to your Condominium Apartment, we may require you to restore the Condominium Apartment to its original condition at your expense at the termination of this Lease.

**32. Are there any actions I am required to take to help prevent excessive mold and mildew growth?**

Molds are naturally occurring microscopic organisms which reproduce by spores. Mold is found virtually everywhere in our environment, both indoors and outdoors. We have inspected your Condominium Apartment prior to your Move-In Date and actually know of no damp or wet building materials and actually know of no visible mold or mildew contamination. You are notified, however, that mold can grow if your Condominium Apartment is not properly ventilated or maintained. If moisture is allowed to accumulate in your Condominium Apartment, it can cause mildew and mold to grow.

It is important that you regularly allow air to circulate in your Condominium Apartment. You agree to keep the interior of the Condominium Apartment clean and to notify us promptly of any leaks, moisture problems and/or mold growth. You agree to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the Premises. You agree to uphold this responsibility by:

(i) keeping the Condominium Apartment free of dirt and debris, including cleaning all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleanser at least every other week,
(ii) immediately reporting to us any water intrusion, such as plumbing leaks, drips or "sweating pipes,"
(iii) immediately notifying us of overflows from bathroom, kitchen or laundry facilities,
(iv) immediately reporting to us any visible mold growth on surfaces inside your Condominium Apartment,
(v) using bathroom fans while showering or bathing and reporting to us any non-working fan,
(vi) using exhaust fans when cooking, dishwashing or cleaning,
(vii) using reasonable care to close all windows and other openings into the Condominium Apartment to prevent outdoor water from coming into the Condominium Apartment,
(viii) cleaning and drying any visible moisture on windows, walls and other surfaces, including personal property as soon as reasonably possible (note: mold can grow on damp surfaces within 24 to 48 hours), and
(ix) immediately notifying us of any problems with the air conditioning or heating systems that you discover.

You agree that you are responsible for damage to the Premises and your property, as well as injury to you or any Occupants or guests, as well as any other occupants of the Community and their family, guests, invitees and agents, resulting from your failure to comply with the terms of this Section.

**33. What if there is damage to the Condominium Apartment or Community?**

If you become aware of damage to the Condominium Apartment by fire, water or other hazard, or you become aware of malfunction of equipment or utilities, you agree to notify us immediately. If we determine, in our sole discretion, that the damages are of such an extent and nature that the Condominium Apartment remains fit for occupancy or can be made fit for occupancy within a reasonable period of time, this Lease will continue and we will repair the damage within a reasonable period of time. Except as otherwise required by law, your Rent will not abate while we are making the repairs. If we determine, in our sole discretion, that

the damages are of such an extent and nature that we cannot make the Condominium Apartment fit for occupancy within a reasonable period of time,

we will provide you with a written notice of termination and this Lease will end on the date specified in the notice. If the Lease is terminated, you will be liable for Rent only up to the date you vacate the Condominium Apartment (except in those situations where you, your family, guests, invitees, agents or pets were responsible for the damage or destruction, in which case you may be liable for our damages, including lost Rent).

**34. Am I required to purchase renter's insurance?**

You acknowledge that we have not purchased insurance coverage for your personal belongings or any personal property located in your Condominium Apartment or anywhere at the Community or for any personal liabilities that may be suffered or incurred by you or your family guests, invitees or any other occupants of or visitors to your Condominium Apartment. You waive and release us from all claims against us that you may have, nor or in the future, with respect to any loss of or damage to personal property kept in the Community to the fullest extent permitted by law. You are not required to maintain insurance for your personal property, but it is available, and we recommend that you maintain such insurance in an amount equal to the value of your personal property. During the term of this Lease Agreement, you agree to maintain and provide, at your sole cost and expense, the following Minimum Required Insurance coverage:

· $100,000 Limit of Liability for your legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage or backup or overflow of sewer, drain or sump.
You are required to provide Manager, on behalf of Owner, with the evidence of Minimum Required Insurance prior to occupancy of your Condominium Apartment and at the time of each lease renewal period. If at any time you do not have Minimum Required Insurance (covering all Residents and naming AvalonBay Communities, Inc. as an interested party), you are in breach of the Lease Agreement and we shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from you for all costs and expenses associated with such purchase.

You may obtain Minimum Required Insurance or broader coverage from an insurance agent or insurance company of your choice. If you furnish evidence of such insurance (covering all Residents and naming AvalonBay Communities, Inc. as an interested party) and maintain the insurance for the duration of the Lease Agreement, then nothing more is required. If you do not maintain Minimum Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Manager on behalf of Owner, and we may schedule your Condominium Apartment Home for coverage under the Landlord Required Legal Liability insurance policy ("LLL"). The coverage provided under the LLL will provide the Minimum Required Insurance coverage listed above. An amount equal to the total cost of the LLL coverage (premium, taxes and administrative fee) shall be charged to you by us. Subject to applicable law, any premium payment made by us on your behalf and the administrative fee we charge to procure the LLL will be considered additional Rent.

Some important points of this LLL coverage, which you should understand are:

1. LLL is designed to fulfill the minimum insurance requirement of the Lease Agreement. Owner is the Insured under the LLL. You are not the Insured under the LLL policy.

2. LLL coverage is not personal liability insurance or renters insurance. We specifically represent and advise you that LLL does NOT cover your personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If you desire or require any of these coverages, then you should contact an insurance agent or insurance company of your choice.

3. Coverage under the LLL policy may be more expensive than the cost of Minimum Required Insurance obtainable by you elsewhere. At any time, you may contact an insurance agent or insurance company of your choice for insurance options to satisfy the Minimum Required Insurance under this Lease Agreement.

4. Licensed insurance agents may receive a commission on the LLL policy.

5. The total cost to you for our obtaining LLL coverage shall be $10 per month.

**35. How does parking work at the Community?**

If you are renting a Garage, you must use the Garage for parking a vehicle and not for storage. In addition, we may choose to assign parking spaces or parking areas at the Community. If we assign parking spaces or parking areas, you and your guests may only park a motor vehicle in the space or area we designate. You are responsible for where your guests park. If you or your guests park in a space or parking area other than the one we designate, we can have the vehicle towed and stored at your expense. If you park at the Community, it is at your own risk. We will not be liable for any property damage or personal injury, including, but not limited to, the theft of or any damage to any automobile owned by you or your guests that is parked at the Community, that results from your use of the Garage.

**36. Are there any restrictions on my use of a storage area?**

If you are renting a storage unit, or we otherwise provide a storage area to you that is separate from your Condominium Apartment, your use of the storage unit or storage area is at your own risk. We are not liable for any loss or damage to anything you put in the storage unit or storage area. We will not be liable for any injury to you or any other person who is in the storage unit or storage area or who is going to or from the storage unit or storage area. You may not store any flammable, hazardous or toxic substances or other dangerous materials in the storage unit or storage area. You may not plug in or operate any appliance in the storage unit or storage area. You may not keep animals or pets in the storage unit or storage area. Upon the termination of this Lease, any property not removed from the storage unit or storage area will be considered abandoned and we may remove and dispose of the property in any fashion we see fit, subject to applicable legal requirements.

**37. Are there any restrictions on materials that I can bring into the Community?**

You may not permit hazardous or toxic materials to enter the Community without first obtaining our written consent and complying with all applicable Federal, state and local laws pertaining to the transportation, storage, use or disposal of hazardous or toxic materials. If your transportation, storage, use or disposal of hazardous or toxic materials at the Community results in (i) contamination of the soil or surface or ground water, or (ii) loss or damage to persons or property, you must (1) notify us immediately of any contamination, claim of contamination, loss or damage, (2) after consultation and approval by us, clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) indemnify, defend and hold the Owner/Manager Affiliates harmless from and against any claims, causes of action, costs and fees, including attorneys' fees (to the fullest extent permitted by applicable law), arising from or connected with any such contamination, claim of contamination, loss or damage.

**38. How will you deal with pest issues in my Condominium Apartment home?**

It is our goal to maintain the highest quality living environment for our residents. Therefore, you should know that we have inspected your Condominium Apartment home prior to the Lease Begin Date and know of no insects or other pests living in your Condominium Apartment. You are hereby notified, however, that pest control is an on-going process in an Condominium Apartment community. It is important that you keep the interior of the Condominium Apartment clean and that you promptly notify us of any insects or other pests in your Condominium Apartment home. You agree to maintain the Premises in a manner that prevents the occurrence of an infestation of pests in the Premises. You agree to uphold this responsibility by (i) keeping the Condominium Apartment free of dirt and debris, (ii) carefully inspecting all materials brought into the Condominium Apartment, including luggage, furniture and boxes, for pests and (iii) immediately reporting to us any insects or other pests observed.

You agree to cooperate with pest control efforts, which may include, particularly in the case of bedbugs:

- removing all bedding, drapes, curtains and small rugs for cleaning;
- checking mattresses carefully and encasing them in vinyl covers;
- emptying dressers, nightstands and closets;
- vacuuming floors;
- cleaning all machine washable bedding, clothing, etc.; and
- moving furniture toward the center of the room to provide access for exterminators;

You agree to indemnify and hold the Owner and Manager harmless from your failure to comply with the terms of this section.

**Owner's and Manager's Responsibilities Relating to my Condominium Apartment and the Community**

**39. What are the obligations of the Manager and Owner with regard to the Community?**

We will maintain all common areas of the Community in a clean and sanitary condition, make all reasonable repairs and comply with all applicable Federal, state and local laws with respect to such areas.

**40. Are the Manager and Owner responsible for my personal security or the security of my property?**

Except for our legal obligation not to act negligently in the operation and maintenance of the Community, you agree and acknowledge that we are <u>not</u> responsible for the safety or security of you, your property or your family, guests, agents and invitees. This means that, in general:

- We are not responsible for property damage or personal injury resulting from the criminal activities of other residents or third parties.
- We do not warrant, imply or guaranty that access controls, alarm systems, devices, or security personnel employed at the Community, if any, will be operable at any given point in time or will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime.
- We reserve the right to reduce, modify or eliminate any access control, alarm system, device or personnel at any time and you acknowledge that any such action will not be a breach of any obligation or warranty on our part.

You agree to notify us promptly in writing of any problem, malfunction or failure of lights, door locks,

window latches, controlled access gates, intrusion alarms, and other access control system. You acknowledge that you have received no representation or warranties, either express or implied, as to any security or access control system at the Community. We have not in any way stated or implied to you that the security of any person or property was or is provided or that the Community and/or surrounding neighborhood has been or will be free of crime. Neither the Manager nor the Owner will be liable to you based on any claim that security or an access control was not provided, except as otherwise provided by applicable law. You hereby release and hold the Manager and the Owner harmless from claims arising out of criminal acts of other residents and third parties.

**41. What are your policies surrounding infectious disease such as COVID-19 and any other health emergencies?**

We have the right to make changes to the Rules and Community Policies in response to COVID-19 or any other health emergency. This right includes, but shall not be limited to, requiring that all residents wear face coverings when in the common areas and amenity areas, limiting the amount of people that can congregate in common areas and amenity areas, limiting the number and frequency of guests within the Community, limiting the number and frequency of guests that may visit individual Units, restricting access to the amenities, requiring that residents, occupants, and guests "social distance," and any other restrictions or rule changes that may be recommended by health authorities. We have the right to implement said restrictions even in the event that the same are not recommended by health authorities if we, in our sole discretion, believe the implementation of said restrictions would increase the safety of the Community, or would otherwise be beneficial as a result of COVID-19 or any other health emergency. We have the right to implement said restrictions to reduce our own liability or on the advice of counsel in the event of COVID-19 or any other health emergency.

In the event we implement said restrictions, you shall not be entitled to any abatement of Rent, concession, or any other damages of any kind whatsoever as a result of these restrictions. The implementation of these restrictions shall not permit you to terminate the Lease early.

Violation of any of these restrictions, either by you, your occupants, or your guests, shall be considered a breach of this Lease, and we shall have the right to take any legal action to remove you, your occupants, or your guests, from the Condominium Apartment and/or the Community.

You agree to hold us harmless and waive any liability we may have in the event you, any occupants, or any guests contract COVID-19 or any other communicable disease while in the Condominium Apartment, another Condominium Apartment, or the Community. You further agree to hold us harmless and waive any liability we may have for any damages or injury sustained, even including death, resulting from COVID-19 or any other communicable disease, unless the direct cause of said death and/or injury is directly caused by our gross negligence or the gross negligence of our agent, if any.

**42. When can the Manager or the Owner enter my Condominium Apartment?**

We or our agents may enter your Condominium Apartment for any reasonable business purpose at reasonable times, including without limitation to perform repairs, renovations or upgrades. We will provide notice to you before entering your Condominium Apartment except (i) in cases of emergency, (ii) when performing work in response to a service request made by you that requires entry into your Condominium Apartment, (iii) when your Condominium Apartment appears to have been abandoned, or (iv) when we have good cause to believe the Condominium Apartment may be damaged or you may be in violation of Federal, state or local law or in violation of this Lease. Anytime we are in your Condominium Apartment for any reason, we will leave a notice indicating that we entered your Condominium Apartment and the reason for doing so.

**43. How will you treat the personal information I provide to you?**

A. It is our policy to generally maintain any information you provide to us in a confidential manner. However, you are advised, and you acknowledge, that, subject to applicable law,

i. we may share your information with business partners,
ii. we may share your information, including payment history, with one or more Consumer Reporting Agencies as defined by the Fair Credit Reporting Act, and
iii. our standard practice is to disclose information contained in our lease files regarding you or this Lease in response to a request for information from a governmental or municipal administrative agency or law enforcement agency.

B. In addition, you are advised, and you acknowledge, that, subject to applicable law, we will release information regarding you or this Lease in the following situations:

i. where you have agreed in writing to the release of such information,
ii. in connection with the filing of negative credit report information, as permitted by applicable law, as a result of your failure to pay any amount owing hereunder,
iii. where necessary for Owner's or Manager's accountants, attorneys or insurers in connection with their business operations and performance of services, and/or
iv. pursuant to subpoena, court order, applicable law or regulation or governmental request.

C. You promise that all information you provided to us on your rental application or otherwise was given voluntarily and knowingly by you and is accurate. If we subsequently discover that any information is not accurate, we have the right to terminate this Lease upon at least three days' written notice to you. **You represent and warrant that you are not listed on the list of Specially Designated Nationals and Blocked Persons (SDNs) issued by the Office of Foreign Asset Controls (OFAC). If you are or become listed on OFAC's list of SDNs at any time during the term of your Lease, this Lease will become null and void.** In case of bond-financed or affordable housing communities, you further:

i. certify the accuracy of the statements made in the Income Certification,
ii. agree that the household income, household composition and other eligibility requirements are deemed substantial and material obligations of your tenancy,
iii. agree that you will comply promptly with all requests for information from the Developer, the Trustee, the Authority and any other Regulatory Agency, and
iv. agree that your failure or refusal to comply with a request for information will be a violation of a substantial and material obligation of your tenancy.

Your failure or refusal to comply with these provisions is a material breach of this Lease and gives us the right to exercise all available remedies against you, including the right to evict you, subject to applicable law.

**44. Are there any other limitations on the liability of Owner and Manager or indemnification obligations by me?**

Yes. You agree that the Owner and the Manager, and their affiliates and their respective directors, officers, employees, agents, stockholders, members and partners or their successors or assigns (collectively with the Owner and the Manager, the "Owner/Manager Affiliates") will not be liable to you, your family, guests, invitees or agents for any damage or loss to property or injury to persons caused by other residents of the Community or by any other persons. You indemnify and agree to defend and hold the Owner/Manager Affiliates harmless from and against all claims for damages or loss to property or injury to persons arising from your use of your Condominium Apartment or the Community, or from any activity, work or thing done by you, your family, guests, invitees or agents or by any pet in or about the Condominium Apartment or the Community (including legal fees and court costs we incur). This indemnity by you covers any claims for damages or loss to property or injury to persons arising from or based upon any potentially health-affecting substances or forms of energy brought or allowed to be brought into the Community by you or your family, guests, invitees or agents, or by any other person living in, occupying or using your Condominium Apartment.

**The Owner/Manager Affiliates will not be liable for personal injury or damage or loss of your personal property (furniture, jewelry, clothing, automobiles, food or medication in the refrigerator, etc.) resulting from theft, vandalism, fire, water, rain, snow, ice, earthquakes, storms, sewage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to our negligent failure to perform, or negligent performance of, a duty imposed by applicable law. The Owner/Manager Affiliates will not be liable to you due to any interruption or curtailment of heat, hot water, air conditioning or any other service furnished to you, except as provided by applicable law. You may not withhold any Rent, nor will Rent be abated, as a result of such interruption or curtailment. In no event will the Owner/Manager Affiliates be liable, at law or in equity, for indirect, incidental, special, punitive or consequential damages, however arising, whether based on contract, tort, warranty or any other legal theory, even if the Owner/Manager Affiliates have been advised of the possibility of such damages.**

Your obligation to indemnify, defend and hold the Owner/Manager Affiliates harmless includes, but is not limited to, liabilities arising from the use of the amenity areas and health facilities, if any, at the Community, by you, your family, guests, invitees and agents and other persons you allow to use such areas or facilities. Except as required by applicable law, none of the Owner/Manager Affiliates will be liable for any claims, causes of action or damages arising out of personal injury, property damage or loss that may be sustained in connection with the amenity areas and health facilities either by you or by any persons you allow to use such areas or facilities. You and any person you allow to use such areas or facilities assume all risk in using such areas and facilities and confirm that approval from a physician, if warranted, has been obtained.

**45. Whose responsibility is it if I ask one of Owner's or Manager's employees for extra help?**

We encourage you to hire professionals for your needs beyond those provided by us as your landlord. However, we recognize that there may be occasions when you ask our employees to render services, such as moving automobiles, handling furniture, cleaning, or any other services not expressly contemplated in the Lease. We and our employees are not obligated to render any such personal service. However, if an employee does assist you with any such kind of service the employee will be deemed to be your agent or employee (and not ours) with regard to that service, regardless of whether payment is made for such service. You indemnify and hold Owner/Manager Affiliates harmless from all losses they may suffer under such circumstances.

**Matters Relating to Moving Out**

**46. How does your 30 day guaranty work?**

We are committed to your enjoyment of your new Condominium Apartment and your new community. If, for any reason, you are unhappy with your Condominium Apartment home during the first thirty (30) days of residency (from the date you first move into the Community or the Lease-Begin Date, whichever occurs first), and wish to move, please notify us. You must provide thirty-days prior written notice to us of your intent to vacate, and you must vacate your Condominium Apartment home prior to the end of such thirty-day notice period. You must also pay Rent from the Lease-Begin Date through the end of the thirty-day notice period or until you vacate the Condominium Apartment, whichever is later (the "Termination Date"). If you received a concession at move in, you must repay a
pro-rata share of the concession to us. If you provide written notice and pay Rent as required, your obligations under this Lease will terminate on the Termination Date and we will refund your Security Deposit and, if applicable, Pet Deposit (less any damages or Rent you owe) pursuant to the terms of the Security Deposit Agreement. We will also refund the common area/amenity charge and the one-time non-refundable pet charge that was paid. We will not refund any other charges. This Move-In Guarantee does not apply to any lease renewal or to anyone that has previously rented an Condominium Apartment in the Community.

**47. What if I want to end my Lease early but I make this decision after the first thirty days?**

We may offer an option if you want to end your Lease before the current Lease End Date. If you want to end your lease early you may make us an offer to change the Lease End Date to an earlier date. To be effective your offer must provide a 30-day written notice to terminate and must include payment of an "Early Termination Charge". The Early Termination Charge is an amount we set and may change from time to time in our sole discretion. Your termination notice will not be effective unless accepted by us in our discretion and accompanied by the Early Termination Charge. If we accept your offer, we will change your Lease End Date and retain the Early Termination Charge. Your offer will not be accepted if you are in default. During the notice period you must comply with all other terms of the Lease, including timely payment of Rent prior to the new Lease End Date and you must vacate the Condominium Apartment on or before the new Lease End Date. You will remain liable for all Rent and other sums that arise before the new Lease End Date or that arise on account of your residency with us or your failure to pay us any amounts owed.

Unless you and we have chosen to take the option to change your Lease End Date, if you vacate your Condominium Apartment prior to the current Lease End Date or we terminate your Lease as a result of a default by you, or if you fail to pay the "Early Termination Charge", you will remain liable for Rent through the original Lease End Date or until the date a new resident occupies and begins paying rent for your Condominium Apartment. By entering into this Lease you have committed to pay Rent through the Lease End Date. You may also be liable for any rent damages we may incur, which may include the difference between your Rent and the market rent for a new lease for your Condominium Apartment, if your Rent is lower. In addition, if you received a concession, a pro-rated portion of this will be billed back to you. We will use reasonable efforts to rent your Condominium Apartment in order to minimize the damages caused to us by your default, but we will be under no obligation to encourage prospective residents to rent your Condominium Apartment in preference to other vacant Condominium Apartments.

**48. Will I have to pay back any concessions I received?**

Yes. Lease concessions, if any, that you received on entering into this Lease are contingent upon your fulfilling all of the terms of this Lease through the original Lease End Date. If this Lease is terminated for any reason prior to the original Lease End Date, including, but not limited to, your default or early termination of this Lease, then you will be obligated to pay back to us a pro rata portion of any Lease concession received by you.

**49. Are there any special rules for members of the military/Foreign Service?**

Yes. In the event you are or become a member of the Armed Forces on extended active duty, a member of the state National Guard serving on full-time duty, or a civil service technician with a National Guard Unit or a member of the Foreign Service of the Department of State/U.S. Agency for International Development/Department of Commerce/Department of Agriculture/U.S. Agency for Global Media and you: (i) receive permanent change-of-duty orders; (ii) receive temporary duty orders in excess of 3 months' duration; or (iii) are ordered to report to government-supplied quarters which results in the loss of your basic allowance for living quarters, you and your dependents may terminate this Lease by giving prior written notice to us, provided you are not otherwise in default. The termination will be effective on the last day of the month following the notice. As a condition to such termination, you will furnish us with a certified copy of the official orders which warrant termination of this Lease. Military orders merely authorizing base housing in the local area in which the Community is located do not constitute change-of-duty hereunder. Your Security Deposit will be refunded provided that the conditions of the Security Deposit Agreement are fulfilled.

**50. What if I don't move out by the Lease End Date?**

As noted in the answer to Question 6 above, we may allow you to remain as a Month-to-Month resident. However, if we do not choose, in our sole discretion, to let you remain, you will be liable for our direct and consequential damages, costs and reasonable attorneys' fees as permitted by applicable law in connection with your holding over and with our actions in obtaining possession of the Condominium Apartment as a result of your holding over.

**51. When should I turn in my keys?**

When you vacate your Condominium Apartment (after having given us the notice required in accordance with the terms of this Lease) you must deliver your keys to us. Do not leave the keys in your Condominium Apartment. If you do not deliver the keys to us at the end of your lease term (or notify us in writing that you are unable to do so because your keys are lost) then, at our option, the Lease will continue in full force and effect until such time as you deliver the keys to us (or notify us in writing). In such event you will continue to be liable to us for the payment of Rent and all other obligations under this Lease, subject to applicable law. Delivery of your keys to us before the end of your lease term will not terminate this Lease.

**52. Do I have to clean the Condominium Apartment when I leave?**

When you leave the Condominium Apartment, it must be clean and in the same condition it was in when you received it, except for ordinary wear and tear and for damage caused by fire or other casualty that was not your fault or the fault of your family, guests, invitees, agents or pets. If not, you will be required to pay the cost of (1) labor for cleaning the stove, refrigerator, kitchen, bathroom and other parts of the Condominium Apartment (including carpet cleaning), (2) removing trash or other property left or abandoned in or around the Condominium Apartment, (3) painting the Condominium Apartment to cover dirt or stains beyond ordinary wear and tear or paint installed by you, (4) removing wallpaper you installed, (5) repairing or replacing any portion of the Condominium Apartment or our property that was damaged, removed or altered in any manner, and (6) any other work that is required to return the Condominium Apartment to the condition it was in when you received it, subject to ordinary wear and tear. We may deduct these amounts from your Security Deposit, subject to applicable law.

**53. What is "ordinary wear and tear"?**

While it would be impossible to provide every example of ordinary wear and tear, the basic idea is that ordinary wear and tear is the level of wear on the Condominium Apartment that could be caused by a reasonably careful occupant of the Condominium Apartment over the course of a lease term if (i) no accidents occurred (e.g., spills on carpets) and (ii) the Condominium Apartment, including its appliances and fixtures, were thoroughly cleaned at the end of the lease term. Ordinary wear and tear, for which you will not be charged, includes, but is not limited to, such items as wear on the carpet in high traffic areas, curtains or paint faded by the sun, and moderately dirty mini blinds or light switches as a result of normal use. Damages for which you will responsible, on the other hand, include such things as stains and rips in the carpet, rips in curtains, marks on walls, missing or broken mini blinds and light switches, and baked on debris on kitchen appliances. **You should know that our experience shows that many residents leave the** Condominium Apartment **with some damages beyond ordinary wear and tear due to accidents; heavy usage that resulted in more staining, soiling or marks than would be expected under ordinary circumstances; or a decision not to thoroughly clean the** Condominium Apartment **at the end of the Lease, and therefore have deductions made to their Security Deposits.** You may want to consult with the leasing office at the Community regarding move out procedures and advice with respect to inspections and deductions.

**54. What if I leave my personal property in the Condominium Apartment when I move out?**

If you leave items of personal property in or around your Condominium Apartment after the term of this Lease has ended and delivery of possession has occurred, or if your Condominium Apartment appears to be abandoned, your property will be considered abandoned and we may, after thirty (30) days, sell or dispose of it in any fashion we see fit, subject to applicable legal requirements.

**Miscellaneous**

**55. How will you provide notice to me when it is required?**

We can give you written notice by (a) mailing the notice to you at your Condominium Apartment, (b) leaving the notice on or under your Condominium Apartment door or elsewhere in your Condominium Apartment, or (c) where permitted by law, by sending you an email. You will be deemed to have received the notice given in either of these ways, whether or not you actually receive the notice. Please note that our primary means of communication with our residents is email. Therefore, it is very important that we have a current and correct email address for each Resident. If you do not have an email address, please let us know and check in with the leasing office periodically to see whether any email communications have gone out that you should be aware of.

**56. How else can you contact me with information related to my Lease or residency?**

With your prior express consent, we may send you informational text messages related to your Lease or residency with us. By providing your mobile phone number in any platform we may use during your Lease or residency with us, you (a) consent to receive automated informational text messages, which may include artificial intelligence generated content, related to your Lease or residency with us to the mobile phone number you provided; (b) agree to our Text Terms (https://www.avaloncommunities.com/text-program-terms-and-conditions/) and acknowledge our Privacy Policy (https://www.avaloncommunities.com/privacy-policy/); and (c) acknowledge that we and our vendors may record messages. Message and data rates may apply, and frequency varies.

**57. How should I provide formal legal notice to you?**

Any notice from you to us must be in writing and may be given by (i) mailing it to us at the Community address, or (ii) delivering the notice to the Community Manager or Customer Service Manager at the Community's leasing office during normal business hours. You agree that we may (but are not obligated to) treat notices and requests from any Resident as notice from all Residents and Occupants.

**58. Are there any third party rights that could affect the Community or my Condominium Apartment?**

a. Condemnation: If the whole or any part of your Condominium Apartment is taken by condemnation or under the power of eminent domain, this Lease will automatically terminate on the date you are required to surrender possession to the condemning authority and you will not be entitled to any portion of the proceeds of any condemnation award or payment.

b. Sale of the Community or Your Condominium Apartment: The sale of the Community or your Condominium Apartment, including a sale by foreclosure, will not affect this Lease or any of your obligations under the Lease. You agree that upon the sale of the Community or your Condominium Apartment, you will look solely to the new owner for the performance of the landlord's duties under this Lease and will be deemed to have released the Owner/Manager Affiliates from all liabilities arising after the date of such sale. Upon our transfer of your Security Deposit and/or Pet Deposit to the new owner, you will look solely to the new owner for the return of the unapplied portion of your Security Deposit or Pet Deposit.

c. Subordination: This Lease, and your rights hereunder, are subordinate to all land leases, present and future mortgages or deeds of trust, if any, affecting the Premises. We may execute any papers on your behalf as your attorney-in-fact to accomplish this if permitted under applicable law.

**59. What other general provisions apply to this Lease?**

This Lease (consisting of all of the documents identified in the Introduction) is the complete agreement between you and us. You may not rely on any oral promises of the Owner, Manager or any other party that are not set forth in this Lease. This Lease can only be changed by an agreement in writing, signed by you and us. This Lease will be binding upon the successors and assigns of each Resident. Time is of the essence in your obligations under this Lease. If permitted by law, you waive the right to a jury trial in all legal proceedings relating to your use and occupancy of your Condominium Apartment, and you waive the right to countersue in any summary proceeding we bring. Should a court of competent jurisdiction find any of this Lease's provisions to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any of this Lease's other provisions. In addition, such illegal, invalid or unenforceable provision shall be modified to the minimum extent necessary to make such provision legal, valid and enforceable.

**60. Do the provisions of this Lease survive the Lease End Date and/or the termination of this Lease?**

Your payment obligations under this Lease, as well as your obligation to indemnify and hold the Owner/Manager Affiliates harmless, and our rights upon any default by you, will survive the termination or expiration of this Lease.

**61. If I have a disability, may I request a modification to my Condominium Apartment or the common areas, or an accommodation to your policies, practices or services?**

Yes. The Owner and Manager want you to enjoy the use of your home, and are committed to compliance with the provisions of the Fair Housing Act, including those provisions relating to reasonable modifications and accommodations. Our policy, including details about how to request such modifications or accommodations, is described on a separate addendum to this Lease.

**62. Does the Owner have the right to make any changes to my Condominium Apartment?**

You acknowledge that during the Lease Term we may perform "Owner Alterations" to the Premises and the Condominium Apartment Community. Owner Alterations include, for example, maintenance, alterations, repairs, asset preservation and improvements. You also acknowledge that you will not be entitled to any withholding or abatement of Rent nor will you be deemed constructively or actually evicted from the Premises based on our performing any Owner Alterations to the Premises or the Condominium Apartment Community, unless the Premises are untenantable due to Owner Alterations. You waive any claim or cause of action against us for actual or constructive eviction or for any damages based on Owner Alterations, except to the extent the Premises are rendered untenantable due to Owner Alterations.

**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** — **Date**

Docusign Envelope ID: 86ECD696-60DF-4E4F-9743-C0E6ECB742CD

# WASHINGTON, DC CONDOMINIUM APARTMENT LEASE AGREEMENT
## COMMUNITY SPECIFIC TERMS

**Community: AVA Van Ness**

**Payment :**

Under the answer to Question 13 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms), you should make all payment checks payable to AvalonBay Communities, Inc. - AVA Van Ness

**Telephone Number :**

The telephone number for contacting our Customer Care Center is 877-AVB-MAIN.

**Default Provisions :**

Under the answer to Question 20 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms), you will be in default under the Lease if:

1. You do not make your payment of Rent, including Other Charges, on time, or
2. You violate or do not comply with any of the terms of this Lease and such violation is not cured by you within 5 days after written notice from us, or
3. You violate or do not comply with any of the rules and regulations, including the Community Policies, of the Community, as amended from time to time, and such violation is not cured by you within 5 days after written notice from us, or
4. You either fail to occupy the apartment or abandon the apartment after occupying it, or
5. You violate your responsibilities as a resident under Federal, state or local law, or
6. You permit unauthorized persons or unauthorized pets to reside at the apartment and you do not cure such violation within 5 days after written notice from us.

Notwithstanding the above, under no circumstances are you entitled to any cure period for a default in your monetary obligations under this Lease, a violation of law, or criminal activities as defined in this Lease.

1. Any Rent payment received after legal action has been initiated by us may be accepted, with reservation, and will be applied to delinquent Rent due but will not affect any legal action instituted by us against you to recover delinquent Rent, Other Charges and/or possession of the apartment.
2. In the event of your default in the payment of Rent or Other Charges we have a lien, in the amount of the unpaid Rent or Other Charges, upon all of the goods, wares, fixtures, furniture and other property of yours which may at any time during the term of this Lease be found on the Premises, and you waive any and all exemptions provided by law. Such lien will be enforced in accordance with the laws of the District of Columbia.
3. If you default under this Lease in any way other than non-payment of rent or that your apartment is a drug haven, we will provide you with a notice to correct such default within thirty (30) days thereof or you may be evicted. Notwithstanding any provision of this Lease to the contrary, notice may be only by (1) personal delivery upon the resident; or (2) if the resident may not be found, by delivery at the apartment to any occupant of proper age; or (3) in the absence of such resident or person, to post the same in some conspicuous place upon the apartment.
4. We may commence an action for eviction against you without prior notice to correct or vacate on the basis that your apartment is a drug haven, if the Superior Court for the District of Columbia has determined that your apartment is a place where drugs are illegally stored, manufactured, used or distributed during the 180 day period that precedes such action.
5. If you fail to pay rent we may commence an action for eviction against you without prior notice to correct, vacate or quit, all such notices being hereby expressly waived by you.

**Gas and Electricity Billing Methodology :**

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Under the answer to Question 25 of Document 2 of the Lease (Questions and Answers-Additional Lease Terms), all electric services will be billed based on Direct Utility Billing and will be billed directly to you by the utility provider. As described in the answer to Question 26, you should contact the utility provider directly to initiate service in your name. Owner is paying for gas service to your apartment home.

**Water and Sewer Billing Methodology :**

Under the answer to Question 25 of Document 2 of the Lease (Questions and Answers - Additional Lease Terms), your water and sewer bills will be based on Allocated Billing. Under the Utility Billing Methodology that will be used, water and sewer charges are calculated each month by taking the applicable water and sewer bills for the community, and then applying an allocation formula based on a factor that is determined based on the occupancy (the number of people as set forth in the Lease for your Apartment) of your apartment as compared to the total factored occupancy for the Community. You are not paying for any water and sewer usage for the common areas of the Community. The Owner will be responsible for the common area water and sewer of the Community and for the water and sewer usage for the unoccupied apartment homes. Owner cannot guarantee the level of charges for water and sewer for any particular apartment home, which will vary according to the rates charged by the local provider of water and sewer services. You should be aware that under this billing methodology, you are responsible for this proportionate share of the Community's water and sewer costs regardless of your actual usage, even if you do not use your Apartment for one or more days during any month.

You may be billed a portion of water and sewer expense from the property tax bill.
You will receive water and sewer bills monthly from a billing company that we have selected (but may elect to change from time to time). Such bills may include an administrative fee

**Trash Removal :**

Your charges for trash may include all costs incurred by Landlord relating to trash and are required by the trash hauling service or state or local jurisdictions to ensure compliance with its regulations. These charges include, but are not limited to, those for removing the trash and recycling, sorting disposable trash from recycling, porter service, bulky item removal, cleaning of the bins and deodorizing services, third party vendor contracts providing services relating to trash, composting and recycling as well as composting costs where composting is required. You will receive trash bills from our billing vendor that we have selected, currently Conservice (but we may elect to change from time to time). Your trash fee is calculated by reviewing the total trash expense of the community and allocating a portion of that expense to the apartment homes in the Community on a per unit basis. Your trash fee is due and payable with your rent. Such bills may include an administrative fee from the billing vendor.

**EV Electric Reimbursement :**

If your Community provides designated spots for electrical vehicle parking and charging and you choose to rent one of such available spots to charge an electric vehicle, you understand and agree that you will be responsible for a monthly amount related to our costs in providing electricity to the spot or you will be responsible to pay a third party operator for the use of the charging station.

The use by you or any of your guests of a community EV outlet and/or charging station to charge a vehicle is undertaken at your own risk. If you are using your own EV charger, you agree that you will not use a charger that is incompatible with the EV outlet provided. You acknowledge and agree that AvalonBay shall not be responsible for any harm to you or your vehicle as a result of the use of the community EV outlets and/or charging stations.

To the extent applicable, the charge will either be identified in the Summary of Key Lease Terms under "EV Electric Reimbursement" or be paid directly by you to a third party, and is either a flat amount that we determine in our discretion from time to time based primarily on the average monthly cost of charging an electric vehicle or an amount that will be specified in your agreement with the third party. If the amount is a flat fee it will not change during your lease term.

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**Condominium Provision :**

You acknowledge that, prior to entering into this Lease and prior to any occupancy of the Premises leased to any person under this Lease, you are hereby being advised that the Premises being rented and the Apartment Community, having an address of 2950 Van Ness St. NW, Washington, D.C., has been registered as a condominium pursuant to the District of Columbia Condominium Act of 1976, as amended (the "Condominium"), and that the Premises and this Lease are subject to such condominium registration pursuant to that certain registration order issued August 18, 1999 by the Rental Conversion and Sale Division of the D.C. Department of Housing and Community Development, as well as the terms and provisions of any Declaration and Bylaws that become effective with respect to the formation of a condominium regime pursuant thereto, and such rules and regulations adopted from time to time by the Condominium pursuant to its authority under the Declaration and Bylaws (the "Condominium Rules and Regulations"). You agree that the occupancy created hereunder is subject to the following additional provision once the Declaration is recorded and the Condominium formed: You shall have the right to use any limited common elements (except any parking space, unless expressly included in this Lease without additional rent) appurtenant to the Premises (which for purposes of this Lease shall be deemed part of the Premises), and the non-exclusive right to use the Condominium common elements in accordance with and to the extent provided in the Declaration, Bylaws and the Condominium Rules and Regulations (except any parking space, unless expressly included in this Lease without additional rent) in common with other occupants of the Condominium. **You affirmatively agree to abide by all of the obligations, covenants and restrictions imposed upon occupants by the Declaration (except for the payment of assessments and other monetary obligations required of unit owners), the Bylaws and the Condominium Rules and Regulations, all as may be amended from time to time.** Any violation by you of said obligations, covenants, restrictions, the Condominium Rules and Regulations and the Bylaws shall be deemed a breach of this Lease. You hereby permit the Condominium, the board of directors of the unit owners association of the Condominium, and their agents to proceed directly against you for any breach by you of any of said obligations, covenants, restrictions, the Condominium Rules and Regulations and the Bylaws including, without limitation, the power to terminate this Lease or to bring summary proceedings to evict you in the name of the Owner upon forty- five (45) days' prior written notice to the Owner.

**Lead-Based Paint Provisions :**

You must also sign the following addenda at the time you sign this Lease: Notification of Lead-Based Paints and Lead-Based Paint Hazards (the "LBP Addendum") and the District of Columbia Lead Disclosure (the "DCLD Addendum"). If, based on a prior lease with us, you (1) occupied the Premises before and up to the Lease Begin Date, and (2) received a renewal letter from us and then executed this Lease by electronically signing the online Declarations Page, then you acknowledge that you signed the LBP Addendum and the DCLD Addendum as part of your prior lease and that the disclosures and representations in the LBP Addendum and the DCLD Addendum will continue to apply under this Lease. During the Lease Term this Lease will be the "Lease" to which the LBP Addendum and the DCLD Addendum refers**. You must notify us if a child under the age of 6 or a pregnant woman will occupy or regularly visit your Apartment home so that we may provide you with additional required disclosure.**

**Mandatory Disclosure :**

We are required by District of Columbia law to provide you with a copy of select sections of the District of Columbia Municipal Regulations, which are attached to this Lease.

**Exception from Rent Stabilization :**

**You acknowledge that we have advised you that (i) the building in which the Premises are located has been constructed pursuant to a building permit issued after December 31, 1975, (ii) the certificate of occupancy for the building was issued after January 1, 1980, and (iii) pursuant to Section 206 of the District of Columbia Rental Housing Act of 1985, as amended, rent increases for the Premises are not regulated by the District of Columbia's Rent Stabilization Program (rent control law.)**

**Important Notice about Information Required under the Rental Housing Act of 1985 (DC Law 6-10) as amended (The Act):**

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The Act provides you with the right to receive certain information about the community's rent control status and the rental history of the apartment home. That information is available at the community upon request and copies are also provided in connection with any lease at the community.

**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** **Date**

Docusign Envelope ID: 86ECD696-60DF-4E4F-9743-C0E6ECB742CD

# AvalonBay Policy Regarding Requests for Reasonable Modifications and Accommodations

**Modifications**: Federal housing law permits a resident with a disability to make reasonable modifications at his/her expense to either or both of the interior of the apartment and the common/public areas of the building "if such modifications may be necessary to afford such person full enjoyment of the premises." If a modification is made, the resident may be held responsible for restoring the interior of the apartment to its original condition, where such requirement is reasonable. For the apartment, examples of reasonable modifications include widening a doorway, lowering kitchen cabinets or replacing flooring to facilitate wheelchair use.

An escrow (not a security deposit) may be collected to ensure that funds are available for any required restorations. In considering whether to require an interest-bearing escrow account in the estimated amount of the costs of restoration, the following factors will be considered:

- The nature and extent of the modification;
- The length of residency; and
- The credit/employment history of the resident.

**Accommodations**: Residents with disabilities may request "reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling." For example, a resident with a disability may request a reserved parking space near a building's entrance even at a community that does not assign parking. An accommodation is considered reasonable if it does not fundamentally alter the owner's business or create undue financial hardship. A reasonable accommodation:

- Must be practical and feasible;
- Cannot be dangerous to others; and
- Cannot be overly expensive to the apartment owner.

**Processing Requests**: To help assure prompt review and attention, we prefer that requests for modification or accommodation be made on our standard Modification and Accommodation Request form, but we will accept other written and verbal requests as well. So that we can make a decision about your request, please tell us how your requested modification or accommodation will help you more fully enjoy your home. All requests will be forwarded to our Legal and Design groups for internal review and will be processed promptly.

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Account# DC518-001-418-8

# CORPORATE APARTMENT ADDENDUM

This addendum modifies and, to the extent in conflict with, supersedes, the Lease Agreement to which it is attached.

1. **PARTIES.** This Corporate Apartment Lease Addendum ("Addendum") is an addendum to the Lease Agreement between Manager, as agent for Owner, and Resident ("Lease"), and states additional terms on which we are renting an apartment to you in the Community at the Apartment Address specified in the Summary.
2. **CORPORATE PREMIUM.** The Summary page of the Lease may reflect a Corporate Lease Premium. All Corporate Lease Premiums are deemed Rent and must be paid in accordance with the Rent per the Lease Agreement.
3. **RESIDENT REQUIREMENTS.**
    a. Resident agrees that it will provide each adult Occupant of the Apartment with a copy of the Community Policies for the Community.
    b. The terms of the Lease, a copy of which is attached, shall be deemed to apply to the Resident's and Occupant's residency in the apartment home, except as those terms are expressly modified by this Addendum.
    c. Resident will require each such adult Occupant to sign a copy of the Community Policies to confirm Occupant's agreement to abide by such policies during the term of his or her residence within the community.
    d. Residents agree that they will be responsible for the compliance by each Occupant with each and every covenant, condition, and provision of the Community Policies.
    e. Resident acknowledges and agrees that Resident will advise all Occupants in advance that any violation of the Lease and Community Policy may result in removal of the Occupant. Resident shall notify Manager in writing within five days whenever there is a change in Occupant for the apartment, which shall not occur more often than every 30 days, providing the names of both the vacating and new Occupant. **Failing to provide Manager in writing with updated occupant information may result in lease termination and/or non-renewal of the current lease**.
        i. In no event shall the Apartment be occupied by more persons permitted under the community's occupancy standards.
        ii. Residents in New York City shall not change Occupant for the apartment more often than every six-months and one-day.
4. **PROVISION OF KEYS AND ACCESS.** Resident is responsible for ensuring that all Occupants receive keys or codes to gain access to the Community and the Apartment Home. Manager will not provide keys or access directly to Occupants and lost keys will result in a charge to Resident's account. If the Occupant has a vehicle, it is the Resident's responsibility to obtain a parking pass in advance. Note that guest parking is limited and not guaranteed. Standard towing procedures will apply.
5. **EMERGENCY CONTACT.** Resident is required to provide an emergency contact phone number available to Occupant and Manager 24 hours a day, 7 days a week. This emergency number must be verified and updated quarterly. In an emergency, the occupant must contact their emergency contact and AvalonBay as soon as possible. Failing to provide an emergency contact number or providing a non-working emergency contact number may result in termination of this lease.
6. **MAINTENANCE REQUESTS.** All maintenance requests will be submitted by Resident. All maintenance requests must provide the following information:
    a. Details of Service Request
    b. Occupant Full Name
    c. Apartment Number
    d. Permission to Enter Your Unit & Pets (Yes or No)
    e. Call Back Phone Number (A call back number must be provided for a response)

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7. **SUBLEASING/LISTING OF APARTMENT HOME.** Resident will not rent space in the Apartment Home on a short-term basis for less than 30 days or advertise the Apartment Home for rental by any short-term transient occupants, including without limitation on sites like AirBnB, Craigslist, Expedia, Hotels.com or other similar locator sites unless expressly agreed to in writing by the Manager.

The terms of this Addendum are to be strictly observed and will be enforced by us. We may, however, insist that you observe this Addendum even if you did something in violation of this Addendum and we did not object. Thus, our failure or delay, if any, in demanding compliance by you with this Addendum will not be deemed a waiver of our right to insist on full compliance by you in the future. We reserve the right to modify this Addendum and to make such other reasonable rules as, in our judgment, from time to time become necessary to ensure the enjoyment of the Community by our residents.

You acknowledge and agree to the terms and conditions of this Addendum. You further acknowledge and agree that any violation of this Addendum will be considered a breach of your Lease Agreement and in addition to any other rights we may have, we have the right to terminate the Lease and take possession of the Apartment Home in accordance with applicable law.

**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** — **Date**

EQUAL HOUSING OPPORTUNITY

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**SECURITY DEPOSIT AGREEMENT**

**District of Columbia Form**

This Security Deposit Agreement (this "Agreement") is made between the undersigned Resident(s) and Manager, as managing agent for Owner, in connection with, and is incorporated by reference into, the Apartment Lease Agreement (the "Lease") of the same date as this Agreement between Manager, as managing agent for Owner, and Resident. In this Agreement, your apartment and the Community are together called "the Premises." The Manager and the Owner are called "we," "us," and "our." The Resident is called "you" and "yours."

1. **SECURITY DEPOSIT**.

| | **REQUIRED** |
|---|---|
| Security Deposit: | **$0.00** |

This represents the Security Deposit and, if applicable, the Other Deposit and Pet Deposit payments required under the Lease (referred collectively in this Agreement as the "Security Deposit").

2. **REFUND OF SECURITY DEPOSIT**. Upon your satisfaction of each of the conditions set forth in Section 3, but no later than forty-five (45) days after the termination of your tenancy, we will do one of the following:

   a. We will pay to you any Security Deposit you have paid to us (less any amounts that we have properly applied to your obligations under the Lease during the term of the Lease in accordance with the terms of the Lease or this Security Deposit Agreement), together with interest that has accrued on such Security Deposit pursuant to Section 7; or

   b. We will use good faith efforts to notify you in writing personally, or by certified mail at your last known address, of our intention to withhold and apply your Security Deposit then held by us toward (1) any damages or charges for which you are legally liable under the Lease, this Security Deposit Agreement or as a result of your breaching the Lease or this Security Deposit Agreement; and (2) defraying the cost of expenses we have incurred in connection with your failure to comply with any of the requirements set forth in Section 3.

   Within thirty (30) days after we provide you with the notice described above in Section 2(b), we will refund to you the balance of the Security Deposit (if any) including interest that has accrued on such Security Deposit pursuant to Section 7 below, less any amounts that we have properly applied to your obligations under the Lease pursuant to the terms of the Lease or this Security Deposit Agreement

3. **CONDITIONS TO REFUND OF SECURITY DEPOSIT**. Subject to the provisions of Section 2, you must satisfy each of the following conditions before we will refund the Security Deposit to you:

   a. You must completely vacate the entire Premises on or before the date specified in the 30-day notice of your intention to vacate the Premises that you are required to provide to us pursuant to the Lease.

   b. The Lease must have expired or terminated in accordance with its provisions.

   c. You must pay all Rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease or the full 30-day notice period, whichever is longer.

   d. You must thoroughly clean your apartment including all kitchen appliances (refrigerator, oven, range, dishwasher, baths, closets, storage areas, patios/balconies, etc.), so that your apartment and such appliances are in the same condition as they were in on the beginning date of the term of the Lease, except for ordinary wear and tear.

   e. There must be no defects or damages to the Premises, whether caused by you, your family, guests, invitees, agents, pets or otherwise, unless shown on a written list of damages and defects existing at the time the Lease was entered into, as described in the Lease.

   f. You must have observed and performed all of the other covenants and obligations to be kept or performed by you under the Lease up to and including the date of expiration or termination of the term of the Lease.

   g. You must have observed and performed all rules and regulations to be kept and performed by you under the Lease, including, without limitation, those rules and regulations pertaining to pets.

   h. YOU MUST GIVE MANAGER THIRTY (30) DAYS WRITTEN NOTICE OF YOUR INTENTION OF YOUR INTENT NOT TO RENEW THE LEASE AS REQUIRED PURSUANT TO THE LEASE.

   i. You must provide us with a written copy of your forwarding address.

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4. **WITHHOLDING OF RENT**. You acknowledge that no portion of the Security Deposit is available to be applied to Rent or Other Charges due and payable under the Lease, and that you are required to pay the entire monthly Rent on or before the due date each month during the term of the Lease, including the last month of occupancy.

5. **MOVE-OUT PROCEDURES**. After a request by us to you that you vacate, or after receipt of notice by us of your intent to vacate, we will provide you with written notice of the time and date of our inspection of the Premises. You will have the right to be present at our inspection of the Premises for the purpose of determining the amount of Security Deposit to be returned. We will provide you with notice of the time and date of the inspection at least ten (10) days before the date of the inspection. The inspection will be made within three (3) days (excluding Saturdays, Sundays and holidays) before or after termination of occupancy and removal of all your personal effects. If you attend the inspection, we will upon completion of the inspection give you an itemized list of damages to the Premises known to exist at the time of the inspection. We suggest that you do accompany us during the inspection to help resolve any problems that may arise. Failure to do so will constitute a concurrence by you in our assessment of charges for damages or cleaning. After inspection by us, appropriate charges will be assessed by us for any missing items, damages or repairs to the Premises, or its contents (except for ordinary wear and tear), insufficient light bulbs, scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture, and for cleaning the Premises (including all kitchen appliances).

6. **INTEREST ON DEPOSIT**. In the event the Security Deposit is held by us for a period exceeding twelve (12) months after the date of this Lease, we will accrue interest on the Security Deposit at the rate required by applicable law, which interest will be credited and paid only upon termination of the tenancy, delivery of possession, and return of the Security Deposit to you as provided in Paragraph 3 above. At the end of your tenancy, we will provide you with a list of the interest rate applicable to each six (6) month period during the term of the Lease.

**RESIDENT(S):**

| | | University of DC |
|---|---|---|
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** **Date**

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Account# DC518-001-418-8

# Addendum to the Lease - Waiver Due to Construction Delay

I (We) agree to lease apartment home # **418**.

I (We) understand that **AVA Van Ness,** an AvalonBay Community, may be under construction/renovation and, if applicable, my occupancy is subject to the issuance of numerous permits by local jurisdictions. AvalonBay Communities has provided me with the estimated date of my move-in. AvalonBay Communities, however, cannot be certain that this move-in date will be met.

I understand this uncertainty and agree to hold harmless **AVA Van Ness,** and AvalonBay Communities in the event there are any delays. AvalonBay Communities will, subject to the uncertainty inherent in the permitting process, use its best efforts to keep me apprised of any changes to my stated move-in date.

I also understand that, if applicable, the Community is still under construction and construction work will be performed at the building during my occupancy.

I acknowledge and agree that areas identified as construction zones are dangerous and I agree not to enter such areas.

**RESIDENT(S):**

| | | University of DC |
|---|---|---|
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** — **Date**

EQUAL HOUSING OPPORTUNITY

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Account# DC518-001-418-8

# clean paws pledge

Welcoming our pet residents with clean, inviting spaces to roam and play is an important part of our WAG Program. Together, we can help keep our community pet-friendly and people-friendly, too.

*I promise to clean up after my pet and to encourage my neighbors to do the same, to help keep everyone's paws clean, healthy, and happy.*

**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER, AS AGENT FOR OWNER**

| | |
|---|---|
| Sarah Harvey | April 15, 2025 |
| **Signature** | **Date** |

Thank You for helping us keep tails WAGging




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Account# DC518-001-418-8

AVA Van Ness ESG Addendum

At AVA Van Ness and AvalonBay Communities, Inc. (collectively, "AvalonBay") we are focused on integrating ESG practices into everything we do; innovating with purpose and passion and valuing the impact both big and small actions can have. It all adds up to creating a better way to live - for all people, the places we live and work, and the planet at large.

Environmental responsibility is core to our business and a critical part of developing sustainable communities. This is why we integrate our environmental sustainability initiatives with our design, development, construction, and operations processes. It is also why we have committed to science-based emissions reduction targets, as well as set goals for water and waste reduction.

As such, we are committed to the following ESG provisions:

**Sustainability Contact**

AvalonBay is providing the following point of contact to discuss issues related to sustainability and energy. Issues include, but not limited to retrofit projects, billing issues, and energy efficiency upgrades.

AvalonBay sustainability contact: ESG@avalonbay.com

**Annual Disclosures**

Upon request, AvalonBay shall provide Resident(s) with the building's ENERGY STAR and ENERGY STAR water score annually. To the extent Resident(s) obtains electricity independently of the building, Resident(s) shall give AvalonBay access to Resident's data on energy use for inclusion in AvalonBay's annual reports, ENERGY STAR annual rating and similar purposes.

**RESIDENT(S):**

| | | University of DC |
|---|---|---|
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** **Date**

Docusign Envelope ID: 86ECD696-60DF-4E4F-9743-C0E6ECB742CD

Account# DC518-001-418-8

# ELECTRONIC LOCK LEASE ADDENDUM

1. **PARTIES**. This Electronic Lock Lease Addendum ("Addendum") is an addendum to the Lease Agreement dated **04/23/2025** between Manager, as agent for Owner, and **University of DC** ("Resident"), and states additional terms on which we are renting an apartment to you in the Community at the Apartment Address specified in the Summary.

2. **PURPOSE OF ADDENDUM.** This Addendum addresses the installation and use of electronic locks at the Community and establishes the Resident's obligations concerning the required technology, including any mobile application associated with the lock system.

3. **INSTALLATION OF ELECTRONIC LOCKS.** The Community may already utilize electronic locks in the Common Areas and/or Apartment Homes. Manager reserves the right to install new electronic locks at the Premises during the lease term. The Resident will be notified in writing prior to installation. The installation of such locks will not increase the Resident's current Rent or deposit unless otherwise agreed upon in writing.

4. **USE OF MOBILE APPLICATION AND ACKNOWLEDGEMENT OF THIRD-PARTY TERMS.**
   - **a)** Application Download: The Resident agrees that, if electronic locks are installed at the Community or upon the installation of electronic locks, they are required to download and install a mobile application necessary to control and access the locks.
   - **b)** Third-Party Terms and Conditions: The mobile application and electronic lock system may be operated by a third-party service provider. The Resident acknowledges and agrees that they must accept and comply with the third-party service provider's terms and conditions, privacy policy, and any other requirements for using the service. The Resident further agrees that the Manager is not responsible for the terms or conditions set forth by the third-party provider.
   - **c)** The Resident agrees that the Manager is not liable for any issues related to the operation, functionality, or security of the third-party application.

5. **ACCESS FOR MAINTENANCE AND EMERGENCIES.** The Resident understands and agrees that the Manager, or authorized agents, will have access to the Premises for scheduled maintenance or in cases of emergency as outlined in the Lease Agreement.

6. **LEASE AGREEMENT.** Except as expressly modified above, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

**The parties hereto have read, agree to and understand the terms of this ELECTRONIC LOCK LEASE ADDENDUM as stated herein.**

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Account# DC518-001-418-8

**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** — **Date**

Docusign Envelope ID: 86ECD696-60DF-4E4F-9743-C0E6ECB742CD

Account # DC518-001-418-8

**AVA Van Ness**

# Utility/Liability Insurance Agreement & Authorization

**University of DC** will be moving into **AVA Van Ness** on **04/23/2025**. The address is **2950 Van Ness St #418, Washington, DC 20008**.

By signing this form I agree to put the applicable utilities in my name and to provide proof of liability insurance as of the above stated move in date.

I also understand that I will not be issued keys to the apartment home without the proper proof of liability insurance. I agree that I must provide proof of **$100,000 per occurrence minimum liability insurance**, not just policy number on or before my move-in date. Proof must be either a copy of the **Declaration Page of your policy** (1st page summarizing policy) or a **Binder of Insurance** (summarizes a pending policy). I agree to maintain liability insurance during the entire term of my residency.

Utilities and Liability Insurance may be set up by logging into www.AvalonAccess.com. Reach out to your Community Consultant for additional information.

**Utility Authorization:**

The undersigned authorizes and appoints AvalonBay Communities, Inc. as his or her agent to act on his or her behalf to perform the following specific acts and functions with regard to the above utility accounts:

1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of account(s), as specified herein, regarding utility services.
2. Request and receive copies of correspondence in connection with my account(s) concerning:
   a. Verification of rate, date of rate change, and related information;
   b. Contracts and Service Agreements
   c. Previous or proposed issuance of adjustments/credits; or
   d. Other previously issued or unresolved/disputed billing adjustments.
3. Request special metering, and the right to access interval usage and other metering data on my account(s).
4. Request and receive verification of balances on my account(s) and discontinuance notices.

**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

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**NOTIFICATION OF LEAD-BASED PAINTS AND LEAD-BASED PAINT HAZARDS**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owner must disclose the presence of known lead-based paint and lead-based paint hazards in dwelling. Resident(s) must also receive a federally approved pamphlet on lead poisoning prevention.

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Summary:

Exterior: ☒ No known lead paint/lead paint hazards ☐ Lead Paint Detected Testing ☐ was ☐ was not representative

Interior: ☒ No known lead paint/lead paint hazards ☐ Lead Paint Detected Testing ☐ was ☐ was not representative

Common Areas: ☒ No known lead paint/lead paint hazards ☐ Lead Paint Detected Testing ☐ was ☐ was not representative

Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property at the following locations:

| Area | Room Equivalent | Component | Substrate |
|---|---|---|---|
| N/A | N/A | N/A | N/A |

To be completed by Resident(s):

I have read the lead paint warning statement above

I have been informed of any available records or reports about the presence of lead-based paint and acknowledge that I may review said reports upon request

I have been given a copy of the EPA/CPSC/HUD pamphlet "Protect Your Family From Lead in Your Home"

**RESIDENT(S):**

| | | University of DC |
|---|---|---|
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** **Date**

Docusign Envelope ID: 86ECD696-60DF-4E4F-9743-C0E6ECB742CD

# Copy of the "Protect your Family from Lead in Your Home" pamphlet linked here:

https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf

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# Required Distribution of DC Municipal Regulations

**101 CIVIL ENFORCEMENT POLICY**

101.1 The maintenance of leased or rental habitations in violation of the provisions of this subtitle, where those violations constitute a danger to the health, welfare, or safety of the occupants, is declared to be a public nuisance.

101.2 The abatement of the public nuisances referred to in subsection 101.1 by criminal prosecution or by compulsory repair, condemnation, and demolition alone has been and continues to be inadequate.

101.3 The public nuisances referred to in subsection 101.1 additionally cause specific, immediate, irreparable and continuing harm to the occupants of these habitations.

101.4 The public nuisances referred to in subsection 101.1 damage the quality of life and the mental development and well-being of the occupants, as well as their physical health and personal property, and this harm cannot be fully compensated for by an action for damages, rescission or equitable set-off for the reduction in rental value of the premises.

101.5 It is the purpose of this section to declare expressly a public policy in favor of speedy abatement of the public nuisances referred to in subsection 101.1, if necessary, by preliminary and permanent injunction issued by Courts of competent jurisdiction.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2901, Commissioners' Order 55-1503 (August 11, 1955).

**106 NOTIFICATION OF TENANTS CONCERNING VIOLATIONS**

106.1 After an inspection of a habitation, the Director shall provide the tenant of the habitation a copy of any notification with respect to that habitation issued to the owner pursuant to this subtitle.

106.2 The notification to the tenant shall state plainly and conspicuously that it is only for the tenant's information; Provided, that if the notice places duties on the tenant, it shall state those duties.

106.3 In any instance where a violation of this subtitle directly involves more than one habitation, the Director shall post a copy of any notification issued to the owner pursuant to this chapter for a reasonable time in one or more locations within the building or buildings in which the deficiency exists. The locations for posting the notification shall be reasonably selected to give notice to all tenants affected.

106.4 No person shall alter, modify, destroy, or otherwise tamper with or mutilate a notification posted under this section.

106.5 Any tenant directly affected by the violation(s) shall, upon request to the Director, be sent a copy of the posted notification.

106.6 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2903(b), Commissioners' Order 55-1503 (August 11, 1955).

**300 NOTICE TO TENANTS OF HOUSING CODE PROVISIONS**

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300.1 The owner of each habitation shall provide to each existing tenant, and shall at the commencement of any tenancy provide to the tenant, a copy of the provisions of this chapter and a copy of the following sections of chapter 1 of this subtitle:

(a) Chapter 1, § 101 (Civil Enforcement Policy); and

(b) Chapter 1, § 106 (Notification of Tenants Concerning Violations).

AUTHORITY: Unless otherwise noted, the authority for this chapter is contained at paragraphs 28 and 46 of section 7 of An Act Making appropriations to provide for the expenses of the government of the District of Columbia for the fiscal year ending June thirtieth, nineteen hundred and three, and for other purposes ("Act of 1902"), Public, No. 218, 32 Stat. 590, approved July 1, 1902, as amended by: An Act approved July 1, 1932 to amend section 7 [of the Act of 1902], Public, No. 237, 47 Stat. 550; and An Act approved July 22, 1947, Public Law 215, 61 Stat. 402.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2904, Commissioners' Order 55-1503 (August 11, 1955).

**301 IMPLIED WARRANTY AND OTHER REMEDIES**

301.1 There shall be deemed to be included in the terms of any lease or rental agreement covering a habitation an implied warranty that the owner will maintain the premises in compliance with this subtitle.

301.2 The rights, remedies, and duties set forth in this chapter shall not be deemed to be exclusive of one another unless expressly so declared or to preclude a court of law from determining that practices, acts, lease provisions and other matters not specifically dealt with in this chapter are contrary to public policy or unconscionable or otherwise unlawful.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2902, 2913, Commissioners' Order 55-1503 (August 11, 1955).

**302 VOIDING LEASE FOR VIOLATION OF REGULATIONS**

302.1 The leasing of any habitation which, at the beginning of the tenancy, is unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not those violations are the subject of a notice issued under this subtitle) of which the owner has knowledge or reasonably should have knowledge, shall render void the lease or rental agreement for the habitation.

302.2 After the beginning of the tenancy, if the habitation becomes unsafe or unsanitary due to violations of this subtitle in that habitation or in the common space of the premises (whether or not the violations are the subject of a notice issued under this subtitle), the lease or rental agreement for the habitation shall be rendered void if both of the following apply:

(a) The violations did not result from the intentional acts or negligence of the tenant or his or her invitees; and

(b) The violations are not corrected within the time allowed for correction under a notice issued under this subtitle (or, if a notice has not been issued, within a reasonable time after the owner has knowledge or reasonably should have knowledge of the violations).

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2902, Commissioners' Order

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55-1503 (August 11, 1955).

**303 SIGNED COPIES OF AGREEMENTS AND APPLICATIONS**

303.1 In each lease or rental of a habitation entered into after June 12, 1970, the owner shall provide to the tenant upon execution (or within seven (7) days after execution) an exact, legible, completed copy of any agreement or application which the tenant has signed.

303.2 This section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2905, Commissioners' Order 55-1503 (August 11, 1955).

**304 PROHIBITED WAIVER CLAUSES IN LEASE AGREEMENTS**

304.1 Any provision of any lease or agreement contrary to, or providing for a waiver of, the terms of this chapter, or § 101 or § 106 of chapter 1, shall be void and unenforceable.

304.2 No person shall cause any of the provisions prohibited by this section to be included in a lease or agreement respecting the use of the property in the District of Columbia, or demand that any person sign a lease or agreement containing any such provision.

304.3 No owner shall cause to be placed in a lease or rental agreement any provision exempting the owner or premises from liability or limiting the liability of the owner or the residential premises from damages for injuries to persons or property caused by or resulting from the negligence of the owner (or the owner's agents, servants, or employees) in the operation, care, or maintenance of the leased premises, or any facility upon or portion of the property of which the leased premises are a part.

304.4 No owner shall place (or cause to be placed) in a lease or rental agreement a provision waiving the right of a tenant of residential premises to a jury trial, or requiring that the tenant pay the owner's court costs or legal fees, or authorizing a person other than the tenant to confess judgment against a tenant. This subsection shall not preclude a court from assessing court or legal fees against a tenant in appropriate circumstances.

304.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR §§ 2906, 2907, and 2912, Commissioners' Order 55-1503 (August 11, 1955).

**305 INSPECTION OF PREMISES AFTER BREACH OF WARRANTY OR VOIDED LEASE**

305.1 Following a judicial determination that the owner has breached the implied warranty of habitability applying to the premises (under § 301 of this chapter), or following a judicial determination that a lease or rental agreement is void, the owner shall obtain a certificate from the Director that the habitation is in compliance with this subtitle prior to the next reletting of the habitation.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2911, Commissioners' Order 55-1503 (August 11, 1955).

**306 WRITTEN RECEIPTS FOR PAYMENTS BY TENANT**

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306.1 In each lease or rental of a habitation, the owner shall provide written receipts for all monies paid to him or her by the tenant as rent, security, or otherwise, unless the payment is made by personal check.

306.2 Each receipt issued under this section shall state the following:

(a) The exact amount received;

(b) The date the monies are received; and

(c) The purpose of the payment.

306.3 Each receipt shall also state any amounts still due which are attributable to late charges, court costs, or any other such charge in excess of rent.

306.4 If payment is made by personal check, and there is a balance still due which is attributable to late charges, court costs, or any other such charge in excess of rent, the owner shall provide a receipt stating the nature of the charges and the amount due.

306.5 The provisions of this section shall not be subject to any notice requirement of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2909, Commissioners' Order 55-1503 (August 11, 1955).

**307 PROHIBITION OF RETALIATORY ACTS AGAINST TENANTS**

307.1 No action or proceeding to recover possession of a habitation may be brought against a tenant, nor shall an owner otherwise cause a tenant to quit a habitation involuntarily, in retaliation for any of the tenant's actions listed in § 307.3.

307.2 No demand for an increase in rent from the tenant, nor decrease in the services to which the tenant has been entitled, nor increase in the obligations of a tenant shall be made in retaliation against a tenant for any of the tenant's actions listed in § 307.3.

307.3 This section prohibits the taking of any of the actions set forth in this section in retaliation against the tenant for any of the following actions by a tenant:

(a) A good faith complaint or report concerning housing deficiencies made to the owner or a governmental authority, directly by the tenant or through a tenant organization;

(b) The good faith organization of a tenant organization or membership in a tenant organization;

(c) The good fait assertion of rights under this subtitle, including rights under §§ 301 and 302 of this chapter, or § 101 of chapter 1.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2910, Commissioners' Order 55-1503 (August 11, 1955).

**308 SECURITY DEPOSITS**

308.1 For purposes of this chapter, the term "security deposit" shall mean all monies paid to the owner by the tenant as

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a deposit or other payment made as security for performance of the tenant's obligations in a lease or rental of the property.

308.2 On or after February 20, 1976, any security deposit or other payment required by an owner as security for performance of the tenant's obligations in a lease or rental of a dwelling unit shall not exceed an amount equivalent to the first full month's rent charged that tenant for the dwelling unit, and shall be charged only once by the owner to the tenant.

308.3 All monies paid to an owner by tenants for security deposits or other payment made as security for performance of the tenant's obligations shall be deposited by the owner in an interest bearing escrow account established and held in trust in a financial institution in the District of Columbia insured by a federal or state agency for the sole purposes of holding such deposits or payments.

308.4 All monies held by an owner on February 20, 1976 for security deposits or other payments covered by this section shall be paid into an escrow account within thirty (30) days.

308.5 The owner of more than one residential building may establish one (1) escrow account for holding security deposits or other payments by the tenants of those buildings.

308.6 For each security deposit or other payment covered by this section, the owner shall clearly state in the lease or agreement or on the receipt for the deposit or other payment the terms and conditions under which the payment was made.

308.7 The housing provider shall post in the lobby of the building and rental office at the end of each calendar year, the following information: Where the tenants' security deposits are held and what the prevailing rate was for each six-month (6) period over the past year. At the end of a tenant's tenancy, the housing provider shall list for the tenant the interest rate for each six month period during the tenancy.

308.8 The provisions of this section shall not be applicable to Federal or District of Columbia agencies' dwelling units leased in the District of Columbia or to units for which rents are Federally subsidized.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, §§ 2908.1(b) and 2908.5, 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

**309 REPAYMENT OF SECURITY DEPOSITS TO TENANTS**

309.1 Within forty-five (45) days after the termination of the tenancy, the owner shall do one of the following:

(a) Tender payment to the tenant, without demand, any security deposit and any similar payment paid by the tenant as a condition of tenancy in addition to the stipulated rent, and any interest due the tenant on that deposit or payment as provided in § 311; or

(b) Notify the tenant in writing, to be delivered to the tenant personally or by certified mail at the tenant's last known address, of the owner's intention to withhold and apply the monies toward defraying the cost of expenses properly incurred under the terms and conditions of the security deposit agreement.

309.2 The owner, within thirty (30) days after notification to the tenant pursuant to the requirement of § 309.1(b), shall tender a refund of the balance of the deposit or payment, including interest not used to defray such expenses, and at the

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same time give the tenant an itemized statement of the repairs and other uses to which the monies were applied and the cost of each repair or other use.

309.3 Failure by the owner to comply with § 309.1 and § 309.2 of this section shall constitute prima facie evidence that the tenant is entitled to full return, including interest as provided in § 311, of any deposit or other payment made by the tenant as security for performance of his or her obligations or as a condition of tenancy, in addition to the stipulated rent.

309.4 Failure by the owner to serve the tenant personally or by certified mail, after good faith effort to do so, shall not constitute a failure by the owner to comply with § 309.1 and § 309.2.

309.5 Any housing provider violating the provisions of this chapter by failing to return a security deposit rightfully owed to a tenant in accordance with the requirements of this chapter shall be liable for the amount of the deposit withheld, or in the event of bad faith, for treble that amount.

309.6 For the purposes of § 309.5, the term "bad faith" means any frivolous or unfounded refusal to return a security deposit, as required by law, that is motivated by a fraudulent, deceptive, misleading, dishonest, or unreasonably self-serving purpose and not by simple negligence, bad judgement, or an honest belief in the course of action taken.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Unitary Rent Ceiling Adjustment Amendment Act of 1992, D.C. Law 9-191, §§ 2908.6 and 2908.7, 40 DCR 2184 (April 2, 1993).

**310 RETURN OF SECURITY DEPOSIT: INSPECTION OF PREMISES**

310.1 In order to determine the amount of the security deposit or other payment to be returned to the tenant, the owner may inspect the dwelling unit within three (3) days, excluding Saturdays, Sundays, and holidays, before or after the termination of the tenancy.

310.2 The owner shall conduct the inspection, if the inspection is to be conducted, at the time and place of which notice is given to the tenant.

310.3 The owner shall notify the tenant in writing of the time and date of the inspection.

310.4 The notice of inspection shall be delivered to the tenant, or at the dwelling unit in question, at least ten (10) days before the date of the intended inspection.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975).

**311 INTEREST ON SECURITY DEPOSIT ESCROW ACCOUNTS**

311.1 The interest in the escrow account described in § 309 on all money paid by the tenant prior to or during the tenancy as a security deposit, decorating fee, or similar deposit or fee, shall commence on the date the money is actually paid by the tenant, or within thirty (30) days after February 20, 1976, whichever is later, and shall accrue at the passbook rate then prevailing on January 1st and on July 1st for each six (6) month period (or part thereof) of the tenancy which follows those dates. On those dates, the passbook rate in the District of Columbia financial institution in which the escrow account is held shall be used.

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311.2 Interest on an escrow account shall be due and payable by the owner to the tenant upon termination of any tenancy of a duration of twelve (12) months or more, unless an amount is deducted under procedures set forth in § 309.

311.3 Except in cases where no interest is paid to the tenant as provided in § 311.2, no interest or other consideration shall inure to the benefit of the owner by reason of the owner's control over the escrow account nor shall the account be assigned or used as security for loans.

311.4 It is the intent of this section that the account referred to in this section and § 309 shall be used solely for the purpose of securing the lessees' performance under the lease.

311.5 This section and § 309 and § 310 shall not be subject to the notice requirements of any other section of this subtitle.

SOURCE: The Housing Regulations of the District of Columbia, 5G DCRR § 2908, Commissioners' Order 55-1503 (August 11, 1955); as amended by: section 3 of the Security Deposit Act, D.C. Law 1-48, 22 DCR 2823 (November 28, 1975); and section 2 of the Adjustment of Interest Rates Paid on Rental Security Deposits Amendment Act of 1992, D.C. Law 9-212, § 2908.4(a), 40 DCR 2204 (March 17, 1993), incorporating by reference the text of D.C. Act 9-341, 40 DCR 23 (December 21, 1992).

**312 - 314 [RESERVED]**

**315 NOTIFICATION REQUIRED**

315.1 Prior to the acceptance of a nonrefundable application fee or security deposit, the owner of the habitation shall provide written notice of any requests that are pending for an adjustment in the rent ceiling of the habitation, as the adjustments are specifically enumerated in section 207 of the Rental Housing Act of 1985, D.C. Law 6-10, D.C. Official Code § 42-3502.07 (2001).

315.2 The notification shall include the current rent ceiling, the new rent ceiling requested in the petition, the petition filing date and petition number, and the nature of any repairs or rehabilitation planned in the dwelling unit as part of the petition.

315.3 A violation of this section shall be a Class 2 civil infraction pursuant to Titles I-III of the Department of Consumer and Regulatory Affairs Infractions Act of 1985. Adjudication of any infraction of this article shall be pursuant to titles I-III of the Department of Consumer and Regulatory Affairs Civil Infractions Act of 1985.

SOURCE: Section 2 of the Rent Ceiling Adjustment Notification Amendment Act of 1992, D.C. Law 9-79, §§ 2915.1 through 2915.3, 39 DCR 673 (February 7, 1992).

**399 DEFINITIONS**

399.1 The provisions of section 199 of chapter 1 of this title and the definitions set forth in that section shall be applicable to this chapter.

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| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER, AS AGENT FOR OWNER**

Sarah Harvey

**Signature**

April 15, 2025

**Date**

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# DISTRICT OF COLUMBIA TENANT BILL OF RIGHTS

The Tenant Bill of Rights Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-147; D.C. Official Code §§ 42-3531.07(8) & 42-3502.22(b)(l)) requires the D.C. Office of Tenant Advocate to publish a "D.C. Tenant Bill of Rights" to be updated periodically and noticed in the D.C. Register. This document is not exhaustive and is intended to provide tenants with an overview of the basic rights of tenancy in the District. Except for rent control, all these rights apply to every tenant in the District.

1. **LEASE:** A written lease is not required to establish a tenancy. lf there is one, the landlord must provide you with a copy of the lease and all addendums. The landlord must also provide you with copies of certain District housing regulations, including those for Landlord & Tenant relations. Certain lease clauses are prohibited, including waiver of landlord liability for failing to properly maintain the property. The landlord may not change the terms of your lease without your agreement. After the initial lease term expires, you have the right to continue your tenancy month-to-month indefinitely on the same terms, except for lawful rent increases. (14 DCMR §§ 101, 106 & 300-399)

2. **SECURITY DEPOSIT:** The amount of the security deposit may not exceed the amount of 1 month's rent. The landlord must place your security deposit in an interest-bearing account. The landlord must post notices stating where the security deposit is held and the prevailing interest rate. If there is a "move-out" inspection, the landlord must notify you of the date and time. Within 45 days after you vacate the apartment, the landlord must either return your security deposit with interest, or provide you with written notice that the security deposit will be used to defray legitimate expenses (which must be itemized within 30 more days). (14 DCMR §§ 308-311)

3. **DISCLOSURE OF INFORMATION:** Upon receiving your application to lease an apartment, the landlord must disclose: (a) the applicable rent for the rental unit; (b) any pending petition that could affect the rent (if rent control applies); (c) any surcharges on the rent and the date they expire (if rent control applies); (d) the rent control or exempt status of the accommodation; (e) certain housing code violation reports; (f) the amount of any non-refundable application fee, security deposit, and interest rate; (g) any pending condo or coop conversion; (h) ownership and business license information; (i) either a 3-year history of "mold contamination" (as defined) in the unit and common areas, or proof of proper remediation; and (U) a copy of this D.C. Tenant Bill of Rights document. The landlord must make this information accessible to you throughout your tenancy. Upon a tenant's request once per year, the landlord must also disclose the amount of, and the basis for, each rent increase for the prior 3 years. (D.C. Official Code§§ 42-3502.22 & .13(d))

4. **RECEIPTS FOR RENTAL PAYMENTS:** The landlord must provide you with a receipt for any money paid, except where the payment is made by personal check and is in full satisfaction of all amounts due. The receipt must state the purpose and the date of the payment, as well as the amount of any money that remains due. (14 DCMR § 306)

5. **RENT INCREASES:** "Rent control" limits the amount and the frequency of rent increases. For units that are exempt from rent control, generally only the lease terms limit rent increases. If rent control applies, the landlord may not raise the rent: (a) unless the owner and manager are properly licensed and registered; (b) unless the unit and common areas substantially comply with the housing code; (c) more frequently than once every 12 months; (d) by more than the Consumer Price Index (CPI) for an elderly tenant (age 62 or over) or tenant with a disability, regardless of income, if registered with

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the Rent Administrator; (e) by more than the CPI + 2% for all other tenants. A rent increase larger than (d) or (e) requires government approval of a landlord petition, which tenants may challenge. You also may challenge a rent increase implemented within the prior 3 years.

6. **BUILDING CONDITIONS:** The landlord must ensure that your unit and all common areas are safe and sanitary as of the first day of your tenancy. This is known as the "warranty of habitability." The landlord must maintain your apartment and all common areas of the building in compliance with the housing code, including keeping the premises safe and secure and free of rodents and pests, keeping the structure and facilities of the building in good repair, and ensuring adequate heat, lighting, and ventilation. The tenant has the right to receive a copy of a notice of violation issued to the landlord ( 14 DCMR §§ 106; 30 I; & 400-999)

7. **LEAD PAINT HAZARD:** For properties built prior to 1978, the landlord must (a) provide a prospective tenant household with a form issued by the District Department of the Environment about their rights under the D.C. lead laws; (b) provide a current lead-safe "clearance report" to (i) a prospective tenant household that includes a child less than 6 years of age or a pregnant woman, (ii) an in-place tenant household that gains such a person and requests the report in writing from the landlord, and (iii) any tenant household regularly visited by such a person; and (c) disclose to a tenant household what the landlord reasonably should know about the presence in the tenant's unit of a lead-based paint hazard or of lead-based paint, which is presumed to be present unless there is documentation showing otherwise. (20 DCMR §§ 3300 et seq.)

8. **MOLD:** Upon written notice from a tenant that mold or suspected mold exists in the unit or a common area, the landlord must inspect the premises within 7 days and remediate within 30 days. Mold assessment and remediation must be performed in compliance with District regulations. (D.C. Official Code§ 8-241)

9. **QUIET ENJOYMENT AND RETALIATION:** The landlord may not unreasonably interfere with the tenant's comfort, safety or enjoyment of a rental unit, whether for the purpose of causing the housing accommodation to become vacant or otherwise (D.C. Official Code § 42-3402.10). The landlord may not retaliate against you for exercising any right of tenancy. Retaliation includes unlawfully seeking to recover possession of your unit, to increase the rent, to decrease services or increase your obligations; and also includes violating your privacy, harassing you, or refusing to honor your lease. (D.C. Official Code§ 42-3505.02)

10. **DISCRIMINATION:** The landlord may not engage in discriminatory acts based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, genetic information, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, status as a victim of an intra-family offense, or place of residence or business of any individual. Discriminatory acts include refusing to rent; renting on unfavorable terms, conditions, or privileges; creating a hostile living environment; and refusing to make reasonable accommodations to give a person an equal opportunity to use and enjoy the premises. (D.C. Official Code§ 2-1401.01 et seq.)

11. **RIGHT TO ORGANIZE:** The landlord may not interfere with the right of tenants to organize a tenant association, convene meetings, distribute literature, post information, and provide building access to an outside tenant organizer. (D.C. Official Code § 42-3505.06)

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12. **SALE AND CONVERSION:** Tenants must be given the opportunity to purchase an accommodation before the landlord sells or demolishes the accommodation or discontinues the housing use. The landlord may not convert the rental accommodation to a cooperative or condominium unless a majority of the tenants votes for the conversion in a tenant election certified by the District's Conversion and Sale Administrator. (D.C. Official Code §§ 42-3404.02 & 42-3402.02)

13. **RELOCATION ASSISTANCE:** If you are displaced by alterations or renovations, substantial rehabilitation, demolition, or the discontinuance of the housing use, you may have the right to receive relocation assistance from your landlord. (D.C. Official Code § 42-3507.01)

14. **EVICTION:** The landlord may evict you only for one of ten specific reasons set forth in Title V of the Rental Housing Act of 1985. For example, you may not be evicted just because your lease term expires, or because the rental property has been **sold** or **foreclosed** upon. Even if there is a valid basis to evict you, the landlord may not use "self-help" methods to do so, such as cutting off your utilities or changing the locks. Rather, the landlord must go through the judicial process. You generally must be given a written Notice to Vacate (an exception is non-payment of rent where you waive the right to notice in the lease); an opportunity to cure the lease violation, if that is the basis for the action; and an opportunity to challenge the landlord's claims in court. Finally, any eviction must be pursuant to a court order, and must be scheduled and supervised by the U.S. Marshal Service. (D.C. Official Code§ 42-3505.01)

| **RESOURCES** | |
|---|---|
| D.C. Dept. of Housing and Community Development<br>1800 Martin Luther King Avenue, SE<br>Washington, DC 20020<br>**Phone:**(202) 442-9505 **Fax:**(202) 645-6727<br>**Website:** www.dhcd.dc.gov | D.C. Office of the Tenant Advocate<br>2000 14th Street. NW, Suite 300 North<br>Washington, DC 20009<br>**Phone:** (202) 719-6560 **Fax:** (202) 719-6586 **Website:** www.ota.dc.gov |
| D.C. Dept. of Consumer and Regulatory Affairs<br>1100 4th Street, SW<br>Washington, DC 20024<br>**Phone:**(202) 442-4400 **Fax:**(202) 442-9445<br>**Website:** www.dcra.dc.gov | District Dept. of the Environment<br>1200 First Street, NE<br>Washington, DC 20002<br>**Phone:** (202) 535-2600 **Fax:** (202) 535-2881 **Website:** www.ddoe.dc.gov |

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**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** — **Date**

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Account# DC518-001-418-8

**TECHNOLOGY CONNECT LEASE ADDENDUM**

1. **PARTIES.** This Technology Connect Lease Addendum is an addendum to the Lease Agreement between Manager, as agent for Owner (Owner and Manager also collectively referred to herein as "we" or "us"), and Resident (also referred to herein as "you"), and states additional terms on which we are renting an apartment to you in the Community at the Apartment Address specified in the Summary.

2. **ADDENDUM PART OF LEASE.** This Addendum shall be deemed to be a part of the Lease Agreement between Manager, as agent for Owner, and Resident. Unless otherwise stated herein, all capitalized terms shall be given the same meaning as that prescribed in the Lease.

3. **SERVICES.** This Technology Connect Lease Addendum relates to Internet, video, telephone, and other technology services (collectively, the "Services") which may be provided to you. You understand that Owner may engage providers of the Services to provide your apartment with such Services (as applicable) during the term of your Lease. The terms and conditions of the Services are set forth in this Technology Connect Lease Addendum, including the following exhibits, as applicable.

| | *(Owner or Owner's Representative to select all that apply)* |
|---|---|
| **Exhibit A** – Internet and Video Addendum | Excluded |
| **Exhibit B** – Internet Addendum | Included |
| **Exhibit C** – Smart Building Addendum | Excluded |
| **Exhibit D** – Resident Data Privacy | Included |

Please review all applicable exhibits before signing below. By signing below, you acknowledge your acceptance of the service and the terms and conditions related thereto contained in each of the applicable exhibits.

The total cost of the applicable Services is **$51.00** per month and payable as a portion of your monthly Rent payment. Your cost is set by us in our discretion, and we have the right to increase such monthly Services charge at any time by providing you with 60 days' prior written notice not more than once per year. The Services are provided for all apartment homes in the Community, and you will be charged for such Services even if you choose not to utilize the Services, unless prohibited by law or regulation applicable to your apartment home.

***[Signature Page Follows]***

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**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey
**Signature**

April 15, 2025
**Date**

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**EXHIBIT A**
**INTERNET AND VIDEO ADDENDUM**

(Excluded)

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**EXHIBIT B**
**INTERNET ADDENDUM**

**Internet Service:**

You understand that we have engaged Comcast ("**Provider**") to provide your apartment with wireless and wired high-speed internet access services ("**Internet Services**"). The Internet Services are referred to herein as "Bulk **Services**." The Bulk Services are subject to the terms and conditions contained herein.

The Provider will activate its Bulk Services (which is advertised as providing up to 800 Mbps download/20 Mbps upload speeds) as of the effective date. Your cost is set by us in our discretion and in the event our costs of obtaining the Bulk Services from Provider (including costs directly paid to the Provider or any indirect costs associated with administering the Bulk Services) increase, we have the right to increase such monthly charge by the amount of such increased costs (not to exceed $15.00 per month) by providing you with at least 60 days' prior written notice not more than once per year. We may also change the speed of Internet Services available to the Community from time to time upon prior written notice. Bulk Services are provided for all apartments at the Community and represent a portion of your total Rent, even if you choose not to utilize the Bulk Service.

Use of the Bulk Services by Resident is subject to the following terms and conditions:

1. You acknowledge that you are receiving the Bulk Services directly from Provider, Owner is not a provider, and Owner has no liability to you for equipment failure, quality, quantity, availability, or outages of the Bulk Services.

2. You agree that you must supply a valid email address to receive log on credentials required for connecting to the wireless services offered by Provider. If you do not supply a valid email address, you will not be able to use the wireless services offered by Provider.

3. You agree that we are not responsible for verifying any email addresses you supply to the Provider. Provider will send log on credentials for connecting to the wireless services they offer to any email address(es) provided.

4. You agree to contact Provider directly for all internet-related technical concerns involving the reception, repair of the Bulk Services or assistance with service access within the Community.

5. You agree and understand that the described change in Bulk Services is expected to come into effect on or about the effective date. Owner shall not be responsible for any delays or problems with the implementation of the Bulk Services including, but not limited to, delays caused by Provider.

6. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE BULK SERVICES. OWNER DISCLAIMS, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE BULK SERVICES. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE BULK SERVICES WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE BULK SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY CLAIM THAT YOU MIGHT HAVE OR MAKE AGAINST OWNER AS A RESULT OF YOUR USE OF THE BULK SERVICES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY LIABILITY THAT OWNER MIGHT HAVE (WHETHER SUCH LIABILITY IS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES) FOR ANY SUCH CLAIM. SOME STATES DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. OWNER SHALL NOT BE RESPONSIBLE IN THE EVENT THAT THE BULK SERVICES FAILS TO PERFORM AS ADVERTISED.

7. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OWNER IS NOT LIABLE FOR INTERRUPTIONS, INABILITY TO CONNECT, OR FAILURE OF PROVIDER TO PROVIDE THE BULK SERVICES, NOR FOR ANY LOSSES, DAMAGES, OR EXPENSES, DIRECTLY OR INDIRECTLY, RELATED TO THE BULK SERVICES. NO CHANGE, FAILURE, INTERFERENCE, DISRUPTION, DEFECT, UNAVAILABILITY, OR UNSUITABILITY IN THE BULK SERVICES CONSTITUTES OR MAY BE DEEMED TO CONSTITUTE AN ACTUAL OR CONSTRUCTIVE EVICTION, IN WHOLE OR IN PART, OR IN ANY WAY ENTITLE YOU TO ANY ABATEMENT OR DIMINUTION OF RENT OR IN ANY WAY RELIEVE YOU FROM ANY OBLIGATION UNDER THE LEASE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OWNER IS ALSO NOT LIABLE FOR, AND YOU AGREE TO TAKE SOLE RESPONSIBILITY FOR, AND TO INDEMNIFY, DEFEND, AND HOLD OWNER, AVALONBAY COMMUNITIES, INC., AND THEIR EMPLOYEES AND AGENTS HARMLESS FROM, ANY DAMAGES OR CLAIMS YOU OR ANY OTHER PERSON MAY SUFFER OR HAVE AS A RESULT OF YOUR USE OF, OR INABILITY TO USE, THE BULK SERVICES, INCLUDING, BUT NOT LIMITED TO, COMPUTER VIRUSES, LOSS OF DATA, INVASION OF PRIVACY, DEFAMATION, FRAUD, AND COPYRIGHT AND TRADEMARK

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INFRINGEMENT. OWNER ASSUMES NO RESPONSIBILITY FOR THE CONTENT OF THE BULK SERVICES OR INFORMATION OTHERWISE AVAILABLE THROUGH THE BULK SERVICES.

8. Owner shall have the right to change service provider, or to terminate some or all of the Bulk Services at any time without cause and without notice. You understand and agree that Bulk Services are offered as a convenience only and termination of such access for any reason shall not constitute a default on behalf of the Owner or give rise to any claim by you for termination of the Lease or for damages.

9. You agree not to use the Bulk Services provided by Owner for any unlawful purpose or in any manner that causes interference to the Bulk Services, or damage to the Owner's property, property of other residents, or any other person or entity. Examples of unlawful purposes, include but are not limited to, any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order or regulation, actions that violates, or may violate, a third party's patent, copyright, trademark, or other intellectual property right, spamming and unsolicited bulk e-mail. You are solely responsible for any information that is accessed through use of the Bulk Services and Owner bears no responsibility for such content. If you allow other ("End Users") to use the Bulk Services, you are responsible for ensuring that End Users comply with this Addendum. Owner may disconnect Bulk Services if an End User using your Bulk Services violates this Addendum.

10. If it is determined that you have breached the terms of this Addendum, Owner may, at its sole discretion, restrict, suspend, or terminate your Bulk Services and/or pursue other civil remedies. Owner and its various affiliates, vendors, and partners reserve the right to monitor bandwidth, usage, and content to ascertain violations of this Addendum as well as protect the network, Owner, and other residents. As determined solely by the Owner, Owner may notify appropriate parties of your usage and content of the Bulk Services as well as taking its own necessary action as it deems appropriate. Failure of Owner or its distribution affiliates to enforce this Addendum, shall not be construed as a waiver of any right to do so at any time.

11. Any computers, televisions, and other hardware or software that are necessary to utilize the Bulk Services must be supplied by you at your expense. You must comply with any terms of use or acceptable use policies published by Provider. Violation of the terms of use or acceptable use policies may result in termination of your right to access the Bulk Services.

12. To provide the Bulk Services, certain equipment, including a wireless router, may need to be installed in your apartment. You will allow Provider's service personnel reasonable access to your apartment for purposes of installing, maintaining, replacing, or removing this equipment.

13. You agree not to damage or remove the equipment described in Section 12 above, and agree to indemnify, defend, and hold Owner harmless from and against any claims arising out of, or in any way relating to, actions or inactions by you, including but not limited to any amounts Owner is required to pay to cover the costs of any such losses to Provider.

14. Owner reserves the right to switch providers at any time for any reason, change the quantity and quality of the Bulk Services provided, or discontinue the Bulk Services to the Community and the Premises at any time and for any reason at its sole discretion with 30 days' written notice of such change or termination. Should Owner exercise its right to discontinue all the Bulk Services under this paragraph, your obligation to pay the charge described herein will end on the date specified by the Owner in the notice.

15. If any portion of your Rent, including but not limited to payment for the cost of the Bulk Services is delinquent, and we provide you written notice of the delinquency, and you fail to pay the delinquent amounts within 60 days after receipt of notice, we may be permitted by applicable laws to request that Provider interrupt or terminate the provision of Bulk Services to your apartment until all delinquencies are brought current.

16. You shall not install network devices, whether wireline or wireless, to enable any person who does not reside in your apartment to access the Bulk Services. Any wireless network device installed by you must comply with applicable FCC rules and regulations and must not interfere with the Bulk Services or wireless systems operated by Owner or any service provider at the Community.

17. Additional terms relating to the provision of these Bulk Services may be contained in your Lease or other addenda relating specifically to your apartment.

18. The Lease shall remain unchanged and unaffected except where otherwise indicated by this Addendum. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.

19. You attest that you have read the terms of this Addendum and agree to be bound by the terms contained herein.

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**EXHIBIT C**
**SMART BUILDING ADDENDUM**

(Excluded)

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**EXHIBIT D**
**RESIDENT DATA PRIVACY ADDENDUM**

AvalonBay's Data Privacy Policy is available for your review at https://www.avaloncommunities.com/privacy-policy. For California Residents, our California Privacy Notice is available at https://www.avaloncommunities.com/california-privacy-notice. For New York City Residents, your apartment home is outfitted with electronic entry and, in some cases, other services that may be covered by the New York City Tenant Data Privacy Act (NYCTDPA).

In addition, the providers of the Services described in this Technology Connect Lease Addendum may have their own privacy policies which will apply to the extent you engage directly with them (such as through a mobile application).

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# COMMUNITY POLICIES

## AVA Van Ness

Welcome to your Community! These Policies are designed to promote enjoyment of the Community by you and by your neighbors. Please read these Community Policies carefully. As in the Lease, the Manager is called "we," "us" and "our." The Resident is called "you" and "yours." Your apartment and the Community, including all buildings, common grounds, amenity and parking areas, are collectively called "the Premises." These provisions are deemed incorporated into your Lease.

## GENERAL

1. SPEED LIMIT. Limit your speed within the Community to 10 MPH. Obey all signs and traffic control devices within the community, such as stop signs, fire lanes, directional arrows, etc.

2. VEHICLES. Recreational vehicles such as boats, campers, trailers, etc. are: ( X ) not permitted; ( ) permitted in designated areas only. Unsightly cars (such as cars with flats, broken windows, extensive damage, etc.) and vehicles with expired tags will not be permitted to remain on the Premises. Vehicles are not to be repaired or serviced on the Premises. A repair is anything that requires the vehicle to have the hood open or to be up on a jack. Vehicles may be washed on the Premises in designated area(s) only. If there is no designated area, then you are not permitted to wash your vehicle on the Premises. Please do not empty car ashtrays onto the parking lots! Vehicles will be towed at owner's expense, and without notice, that are (a) not properly registered with the city and state, (b) parked in a fire lane or in a designated "NO PARKING" area, (c) owned by Residents and are parked in Leasing Office and Visitor parking spaces, and/or (d) parked in a space other than the assigned space for that vehicle, where parking spaces have been assigned. If required, you must register your vehicle with the office. Motorized scooters may be used only by those of legal driving age and use must comply with all applicable laws and regulations, including those regarding the use of helmets.

3. BALCONIES AND WINDOW TREATMENTS. Clothes drying of any kind including bathing suits or beach towels on the balcony or in front of your apartment is prohibited. Do not hang "Christmas" type string lights, bamboo privacy screens, brooms, mops, rugs, etc. on your balcony or any outdoor spaces.

   Mops, clothes, rugs, etc. must not be shaken from balconies or windows. Dirt, debris or water must not be swept over the edge of any balcony. Cigars, cigarettes and other objects shall not be thrown from balconies and windows. Bird feeders, planters and flower boxes, if allowed, must be secure and well maintained so that there is no danger of them falling. Clothes drying on balconies is prohibited. No household appliances, mechanical equipment or trash are to be kept on balconies.

   Unless provided by management, draperies, curtains or blinds must be placed at all windows within two weeks of moving into the apartment. The window coverings visible from the exterior must be lined with a neutral-colored material. Neutral colors are defined as white, off-white, beige and light gray. If the primary draperies or curtains are not of these neutral colors, then they must be lined with neutral colors on the outside. No tin foil, sheets, blankets, or any type of coverings are to be placed over the windows to darken rooms. However, you may purchase white window shades that will serve the same purpose and still maintain the uniformity of the Community. Air conditioning units are strictly prohibited in any window area of your apartment home.

   Management may elect to change the balcony/patio restrictions without notification. Any item not specifically mentioned here must be approved in advance by the Community Manager. Any item that has not been approved in advance will be required to be removed immediately.

4. EQUIPMENT. The equipment in the bathrooms and kitchens is not to be used for any purposes other than that for which it was constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein. Do not place metal, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, wire, bones or non-food in disposal. If you cannot eat it, your disposal cannot eat it! You are responsible for all damage resulting from the misuse of such equipment and you agree to reimburse us for the costs incurred to repair such equipment and related damages. Portable washers or dryers, chest freezers, or any other large appliance not approved in writing by us are prohibited.

5. NOISE. Be considerate of your neighbor. Control the volume of radios; stereos, TV's, musical instruments and other amplified devices so that they do not disturb residents of other apartments. From 10:00 P.M. to 8:00 A.M. volume on all such devices should be kept as low as possible. Further, please do not vacuum or use washers or dryers in your apartment (if present) during such times. We recommend that stereo speakers not be placed directly on the floor. Noisy or disorderly conduct that annoys or disturbs other residents will not be permitted. If your apartment home has hard surface flooring, you agree that you will cover at least 70% of the open floor space in your apartment home (excluding the kitchen) with rugs or suitable floor coverings to protect the floors and limit noise for your neighbors.

6. LAUNDRY FACILITIES. If there are coin-operated laundry facilities on the Premises, please report to us machines that are not operating properly. Washers and dryers can be dangerous, so please keep small children away from these machines at all times

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and never allow them to loiter or play in or around the laundry facilities. Please do not use the laundry trash receptacles for your household trash. We appreciate your help to keep the laundry facilities clean. A clothesline, and hanging clothes outside to dry, is prohibited.

When using laundry machines, whether located at a central location on the Premises or in your apartment, please do not wash or dry shoes in the machines. Shoes may bump up against and damage the machines. You agree to be responsible for damage resulting from the misuse of the laundry equipment and to reimburse us for the costs incurred to repair the laundry equipment. We are not responsible for lost, missing or misplaced laundry that is left unattended in the laundry room.

7. STORAGE. Storage pods are not allowed in the parking lot or common areas. If the community has storage areas, they must be kept clear of debris. Nothing may be stored in the storage area that will not fit in your personal space. Items placed outside the storage area are considered a fire hazard and are in violation of the fire code. Anything found outside of your designated storage area may be discarded. We are not responsible for stolen or damaged items. Flammable liquids or any environmentally hazardous substance or material must not be stored in any storage area. The Community will provide access either through the Concierge, an access key or fob, by appointment, or another method. Please see the Community for details regarding access as well as hours the storage area is accessible.

8. WALL HANGINGS. Please use nails suitable for hanging picture frames. Please DO NOT use adhesive hangers, since they damage the wallboard. No holes shall be driven into the cabinets, woodwork, ceiling or floors. Please do not use a nail or any other hanger on wallpaper.

9. TRASH. Trash is not to be left outside your apartment or on the balcony or decks, and is not to accumulate in your apartment. Trash and recycling chutes (if applicable) shall not be used between 11:00 P.M. and 8:00 A.M. Please place all trash and recycling down the appropriate chute. Do not leave debris on the floor. Stack newspapers neatly in the corner. Check to sure all ashes and cigarette butts are completely out before putting trash down the chute. Boxes must be recycled and should be broken down before being placed in the trash room or other designated area in the garage. Furniture items such as desks, chairs, beds, mattresses, sofas, etc. are not to be left on the Premises for disposal. You are responsible for the removal of these items at your own cost. Residents not complying with these policies regarding trash are subject to being charged for the cost of each bag removed, at the discretion of the Community Manager.

10. CLUTTER. Hallways and breezeways must be kept clear at all times. Do not obstruct them with trash, boxes, toys, bicycles, baby carriages, plants, etc. Likewise, no such items are permitted in the parking areas, courtyards, sidewalks, or lawns of the building. All such articles will be impounded, and a charge may be made for their return.

11. GRILLING. Grilling is only permitted where allowed by local law and regulation and with proof of renter's insurance. Unless permission is granted, only electric grills should be used. Grills must be elevated at least 18 inches from surface.

12. UTILITY CLOSETS. Items placed in utility closets for storage purposes, where permitted, must be nonflammable and located at least two feet from any utility appliance located in the closet. We reserve the right to inspect these areas. Failure to comply with this storage requirement may result in the removal of the items in the closet by us or in the revocation by us of your use of the closet.

13. NOTICE OF DAMAGE TO PREMISES. Notify us of any damage that in your opinion requires repair, including water and fire damage. Please advise us immediately of spills on carpeting that may cause permanent damage. We may be able to get the stain out if notified promptly.

14. SMOKING. Your apartment home and community may have been designated smoke free. If so, a Smoke Free Apartment Community Addendum is included with your Lease Agreement. Reference this addendum for additional terms, conditions and rules. If your community is not smoke free, smoking is not permitted in any interior common area, including the hallways and lobby area. Smoking is likewise prohibited in the health and recreational facilities. Cigarette butts are not to be discarded on the Community grounds. DO NOT THROW CIGARETTE BUTTS IN THE MULCH OR IN PROXIMITY TO THE BUILDING. THIS IS A SEVERE FIRE HAZARD.

    You understand that unless there is a Smoke Free Apartment Community Addendum attached to this lease, your Community is NOT a smoke free community and we cannot prevent your neighbors from smoking cigarettes in their apartment homes. As a result, we cannot and do not guarantee a smoke free environment.

    Notwithstanding any laws that may legalize the smoking, cultivation or storage of marijuana in this jurisdiction, neither you nor your guests are permitted to smoke, cultivate or store any marijuana at the community or in your apartment home.

15. DRY CLEANING. If this drop-off/pickup service is provided it is done so as a convenience and you agree not to hold us or

Owner responsible in the event of loss or damage of any or all of your dry cleaning. You agree to pick up your dry cleaning within 48 hours of notice.

16. PACKAGES. We are not required to accept mail/UPS/Federal Express or other packages for you. You agree not to hold us or Owner responsible for accepting or declining packages or for other alternate delivery in the event of a loss, theft or damage to your package, whether or not alternate delivery is provided at the Community through packages lockers or otherwise. We will not accept certified mail on your behalf.

17. AMAZON LOCKERS. Your community **may offer** community Amazon Lockers. You agree and understand that if you opt into using the Community Amazon Lockers, packages will be held in the lockers for a period of seventy-two hours (the "Complimentary Holding Window"). At the expiration of the Complimentary Holding Window, if you have not claimed your package, you agree that (i) your account may be assessed stale package fees and (ii) the package may be considered abandoned property and will be disposed of in accordance with applicable legal requirements.

    Management and you agree that when you fail to timely pick up packages, the actual cost to Management is difficult or impossible to ascertain, but the Parties agree that Management does incur certain costs, such as managing package returns, logging packages and attempting package deliveries. After making a reasonable endeavor to estimate accurately the approximate costs associated with the failure to pick up a package, which the Parties agree is difficult or impossible to ascertain, the Parties agree that any time you fail to pick up a package during the Complimentary Holding Window, you will pay to Management a fee of $5.00 per day up to a maximum of $25.00.

18. AMENITY AREAS. Amenity areas (pool, basketball courts, tennis courts, racquetball courts, reading rooms, laundry rooms, business centers, weight room, etc.) are to be utilized for their intended purposes only. Proper-soled shoes must be worn to prevent damage to flooring. Bicycles, skateboards, rollerblades, segways, etc, are not to be used on the pool deck, parking lots, sidewalks, or in hallways. We reserve the right to deny use of the amenities to any resident found in violation of any of our policies.

19. FITNESS CENTER USE. Residents under the age of 14 may not use the fitness center without an adult present. No unauthorized fitness classes or instruction may be conducted in the fitness center, whether by residents or their guests.

20. WATERBEDS AND FISH TANKS. Waterbeds and fish tanks are permitted (i) with proof of current renter's insurance insuring the Premises against damage from water, for no less than $100,000 of coverage, and (ii) when fully lined, installed, maintained and removed according to manufacturer's recommendations.

21. HEATERS. Kerosene heaters, or other heaters using combustible materials or fluids, are not permitted on the Premises.

22. COOKING. You must cook in a manner that will not offend or annoy other residents, and use the oven fans during cooking.

23. DOORS. Please shut and keep closed all doors leading from and into building at all times. We may close all such doors in the event they are left open.

24. LOCKOUT. If you request us to unlock the door of your apartment or garage during business hours, we will gladly do so at no charge. If you are locked out of your apartment home or garage outside of office hours, a Maintenance Associate will let you in. You will be billed a $150 Charge.

25. MOVING. Moving of furniture is permitted to and from the apartments only between the hours provided by the community. Moving during such hours is permitted 7 days per week. Any packing cases, barrels or boxes which are used in moving must be removed by you. If packing cases, barrels, boxes or other containers are removed by us, you will be billed for the cost of such removal.

26. SAFEKEEPING OF ARTICLES. Our associates, other than as specifically set forth in these Community Policies dealing with dry cleaning and packages, are not authorized to accept keys or other articles. If packages, keys, or other articles are left with the employees of this Community, the sole risk of loss or damage is upon you.

27. BICYCLES. Bicycles are to be stored at your own risk and only in the location indicated by the Community. Bicycle storage may require a fee. The Community will provide access either through an access key or another method. Please see the Community for details. Bicycles are not to be stored in breezeways, if applicable. Bicycles are not to be moved through the lobby or elevators, if applicable. The Community may require ID tags. If required, all bicycles must be tagged for identification must be displayed and visible.

28. E-BIKES, E-SCOOTERS AND LITHIUM-ION BATTERY POWERED MOBILITY DEVICES. Your community may permit or restrict the storage of e-bikes, e-scooters and other lithium-ion powered mobility devices (collectively, “e-bikes”). The

following permissibility, rules, and management of such devices is outlined below and may be further outlined in an e-Bikes, e-Scooters, and Lithium-Ion Battery Powered Mobility Devices Lease Addendum.

If e-bike storage is permitted at this Community, the following rules apply:

- The e-bikes must be certified by nationally recognized testing laboratories such as UL, ETL and CSA.
- You must use only the original battery, power adapter, and power cord supplied with the e-bike, or a manufacturer recommended or accredited replacement.
- No commercially owned e-bikes are permitted on the property or within 25 feet of the Community entrance.
- E-bikes must only be charged by plugging directly into the wall and should never attached to an extension cord or power strip.
- You must monitor e-bikes while they are being charged. E-bikes should not be charged overnight.
- You must not store or charge e-bikes near means of egress (e.g., exit doors or balconies), or near couches, beds, drapes, or other combustible materials.
- Repairs and maintenance on batteries and motors of e-bikes on the Premises are expressly prohibited.
- Disposal of e-Bikes and/or lithium-ion batteries at the Community is expressly prohibited.

29. PETS. Pets will be permitted only as provided in the pet policies below.

30. WIRING. Do not install any wiring in or outside of the Premises or install any aerial for television or radio on the roof or exterior of building.

31. WEIGHT LIMITATION. Do not keep anything in your apartment that, in our sole judgment, exceeds the permissible load or jeopardizes the safety of the floors or structure. You agree to remove immediately any such item upon demand in writing from us.

32. RECYCLING. You agree to cooperate with any and all recycling programs that we put in place or which are required by law.

33. EXTERMINATION. You agree to, upon our request, permit us to exterminate pests in your apartment and you will take all steps that may be necessary to permit us to perform such extermination.

34. SOLICITATIONS. Door-to-door solicitation and/or circulation of any materials is prohibited. Please report solicitors to our office.

35. LIGHTBULBS. Electric light bulbs are supplied to each apartment home at the time of move-in. Thereafter, it becomes your responsibility to replace all bulbs.

36. SMOKE DETECTORS. You will maintain the smoke detectors and replace the batteries when necessary.

37. GUESTS. You agree to inform your guests of all Lease provisions and Community Policies regarding use of the Premises. We have the right to bar individuals from the Premises. If your Lease provisions or the Community Policies are violated by your guests, they may be barred and, in the event they receive from us a notice that they have been barred from the premises, arrested for trespassing. If you allow any barred person on the premises, it is grounds for termination of your Lease.

38. GARAGES. If applicable, the primary purpose for any garage is for the storage of vehicles. Once your vehicle has been accommodated in the garage, you may, if approved by management, use the remaining space to store non-flammable items. AvalonBay Communities in no way represents that the garages, whether direct access or detached, can accommodate every make and model of every vehicle. It is the resident's responsibility to ensure the garage they are renting can accommodate their current vehicle or any vehicle they may have in the future. Residents renting a garage, whether direct access or detached, must use both garage and driveway for parking, and will not be permitted to park vehicles in the parking lot. In the event the resident has an additional vehicle, this vehicle will be issued a specific sticker for lot parking. It is the resident's responsibility to ensure that the garage doors remain closed when the garage is not in use.

39. KEYS AND OTHER DEVICES. Each resident will receive one or a combination of the following: a set of applicable keys, controlled access devices/passes, remotes, doorcodes, credentials for a smart access application, and/or parking tags. These are the only keys/devices that will be provided during the term of the lease agreement. No additional items will be provided unless this practice is within community-specific standard procedures and management is in agreement. Charges for additional items may apply where applicable.

    You acknowledge and understand that you are responsible to return the items to management upon move-out and you will not make duplicate keys without first consulting management. Further, you are not to share your own smart access application credentials nor any personally assigned doorcodes. Third party fobs are strictly prohibited. Use of a 3rd party fob is grounds for

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termination of your lease. In the event that you do not return or you misplace any of the keys, controlled access devices/passes, remotes, or parking tags, you will be charged for the replacement.

40. DRONES AND UNMANNED AIRCRAFT. You may not, and may not allow your guests and visitors, to operate any unmanned aircraft or drones on or above the Community or any areas of the premises.

41. FIRE ALARMS. Tampering with fire alarms is illegal, dangerous, and can cause serious liability concerns. You may be charged if your actions result in a false alarm.

42. FILMING AT A COMMUNITY. Filming/photo shoots are not allowed at any AvalonBay community without prior consent from the Manager and Marketing, Legal, and Risk Management Departments. All residents/companies requesting to film at a community must sign the Filming Agreement and meet all requirements contained therein before any filming may begin.

43. FIREWORKS. The use of any fireworks, including but not limited to "non-explosive and non-aerial" fireworks shall be prohibited at all times within the community.

44. STREAMING. Any streamed or over the air content in common areas or on community devices or systems must be appropriate for the environment and in compliance with all applicable laws, regulations and terms of purchase.

45. EXTERIOR COMMON AREAS. No personal property of any kind shall be kept, stored or maintained in the common areas nor shall any fixtures of any kind, including additional doorbells, cameras, or other items, be maintained in the common areas (including the exterior of doors) at any time. The sidewalks, entrances, driveways, stairways, elevators, halls and other common access areas shall not be blocked by a Resident or used for any purpose other than for entering and leaving without the prior written consent of the Manager.

## SATELLITE DISHES

You have a limited right to install a satellite dish or receiving antenna within your leased space. We are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This provision contains the restrictions that you and we agree to follow.

1. NUMBER AND SIZE**.** You may install only one satellite dish or receiving antenna within your leased space. A satellite dish may not exceed 3.3 feet in diameter. An antenna may receive but not transmit signals.

2. LOCATION**.** Location of the satellite dish or antenna is limited to your leased space, namely: (1) inside your dwelling, or (2) in an area outside your dwelling but within your sole control such as your balcony, patio, yard, etc. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in any area that other residents are allowed to use. A satellite dish or antenna may not extend beyond the vertical and horizontal space that is leased to you for your exclusive use (e.g., the satellite dish or receiving antenna may not extend beyond the balcony railing). Think of it this way: if the building were to be wrapped in "plastic wrap", and you were to affix a satellite dish to your balcony railing or otherwise place it on your balcony, no portion of the satellite dish or receiving antenna may come in contact with the plastic wrap.

3. SAFETY AND NON-INTERFERENCE **.** Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete in a container; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us. No other methods are allowed. Your satellite dish or antenna system must be a stand-alone system; you may not splice into any existing wires or cables. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

4. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING**.** You may not damage or alter the leased premises and may not drill holes through outside walls, doorjambs, windowsills, etc. If your satellite dish or antenna is located outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a doorjamb in a manner that does not physically alter the Premises and does not interfere with proper operation of the door; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window-without drilling a hole

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through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us.

5. WORKMANSHIP. You are responsible for ensuring that the installation of any satellite dish or antenna is performed in a safe and secure manner within your leased space. We reserve the right, but have no obligation, to inspect the installation of any satellite dish or antenna within your leased space. We reserve the right, but have no obligation, to require that the satellite dish or receiving antenna be re-located, re-installed, or removed if in our reasonable judgment, such equipment poses a safety hazard or may cause damage beyond reasonable wear and tear to the Premises.

6. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, receiving antenna and all related equipment.

7. REMOVAL AND DAMAGES. You must remove the satellite dish or receiving antenna and other related equipment when you move out of the apartment. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of your satellite dish, antenna or related equipment.

8. LIABILITY INSURANCE AND INDEMNITY. **You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such damage.** You install and operate your dish at your own risk. You will be liable for any injury or damage to persons or property caused by your dish. To ensure that you are able to pay damages in the event that your dish causes injury or damage, unless your apartment is on the ground floor, you must purchase and maintain liability insurance in an amount of not less than $100,000 for your dish for as long as you have it at the community. You must provide us with proof that you have this insurance, and AvalonBay must be named as "additional insured" under your liability policy. We must be notified by your insurance carrier at least thirty days in advance of any cancellation of your liability policy. Further, you agree to hold us harmless and indemnify us against any claims related to your dish by others.

You may start installation of your satellite dish or antenna only after you have provided us with written evidence of the liability insurance referred to above. Your limited right to install a satellite dish, as well as our right to impose reasonable restrictions, both arise as a result of a Federal Communications Commission (FCC) order. If you have any questions about this order, feel free to contact us or you may contact the FCC directly.

**WIRELESS INTERNET ACCESS (WiFi)**

1. GRANT OF AUTHORITY. You are permitted to deploy a "Wireless Access Point" or "WiFi" within your premises, so long as such installation meets all the terms of clauses 2, 3, 4, 5, 6 and 7 of the "Satellite Dishes" section above. A wireless access point or WiFi is a short-range transmitting and receiving device necessary to provide wireless internet service to users located within your premises

2. BAN ON OBJECTIONABLE INTERFERENCE. You are permitted to use such a wireless access ("WiFi") device in your apartment so long as such device does not result in objectionable interference. Objectionable interference shall have the same meaning as that established by the Federal Communications Commission regulations or mean any interference that results in a material impairment of the quality of communication transmitted or received by existing communications users in the community prior to the operation of your "WiFi."

3. OBLIGATION TO LIMIT EMISSIONS. Your Wireless Access Point shall be designed, installed and operated in a manner that minimizes the degree to which radio signals or other electromagnetic emissions emanating from the Wireless Access Point extend outside your premises.

4. NON-COMMERCIAL USE. At no time may you resell or package Internet access by means of your Wireless Access Point or WiFi. The grant of authority in these Community Policies is limited to installing such a device for your personal use only.

5. COMMUNITY PROVIDED WIRELESS ACCESS POINT. If the Community provides a Wireless Access Point for the use of its residents such service is provided only as a convenience to you. By using any such Wireless Access Point you agree that such Wireless Access Point and access to the Internet are at your sole risk, and are provided on an "As Is" and "As Available" basis without warranties of any kind, express or implied. You also acknowledge that such access is not encrypted or filtered in any way and that the Community does not provide a firewall or other type of Internet protection. You agree that the Community and its affiliates shall not be liable, and you hereby waive any claims against the Community and its affiliates for any damages arising out of your use of such Wireless Access Point, including without limitation personal injury or property damages, loss due to unauthorized access or due to viruses or other harmful components, the inability to use the internet service, the content of any data transmission,

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communication or message transmitted to or received by your computer, and the interception or loss of any data or transmission.

6. INDEMNIFICATION. You shall defend, indemnify, and hold the Owner, its agents, officers and employees completely harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, or fines, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys fees, court costs and expert fees), of any nature whatsoever arising out of your operation of or access to any Wireless Access Point or the provision of Wireless Internet Service by means of any Wireless Access Point.

## SWIMMING POOL POLICIES

**If this amenity is applicable at the community, the following rules are to be observed.**

**Some Community swimming pools are NOT supervised by a lifeguard or other responsible persons. If this applies to your Community, pay careful attention to the specific policy note in #2.**

1. NEVER SWIM ALONE!

2. AGE REQUIREMENT. There is no substitute for adequate supervision. Persons under the age of 14 are not allowed at the pool unless accompanied by a parent or guardian or a responsible adult.

3. GUESTS. No more than 2 guests per apartment may be invited to the pool. Guests must be accompanied by a resident over 18 years of age. Residents are responsible for their guests and their actions.

4. CONTAINERS. No glass containers are allowed. Only unbreakable containers are allowed in the pool area.

5. ALCOHOL. DO NOT swim and drink alcohol. Alcoholic beverages are NOT permitted in the pool area.

6. HEALTH DEPARTMENT REGULATIONS. As per health department regulations, the pool is not to be used by anyone with an infectious disease, inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind.

7. SMOKING. Smoking is NOT allowed in the pool or pool area.

8. TRASH. Beverage containers and litter must be disposed of in the provided trash receptacles.

9. PETS. Pets are expressly forbidden in or around the pool area.

10. BATHING SUITS. Regulation bathing suits must be worn in the pool and Jacuzzi area (if applicable).

11. DIAPERS, No diapers allowed in the pool. Swim diapers must be used as appropriate

12. CONDUCT. The ropes and life rings are not play toys. They are there for a purpose. Do not hang or sit on the ropes. Do not wear hairpins or rollers or use excessive suntan oil in the pool, as they can damage the pool and associated equipment. Profanity, horseplay, bicycle riding, skating, riding toys, scuffling, loud music, or harassment of other swimmers will not be permitted.

13. MUSIC. Loud music is NOT allowed at the pool.

14. HOURS. The pool may only be used during posted hours of operation. Refer to your move-in package or to pool signs for pool hours. Pool hours are subject to change at management's discretion. Be aware that due to repairs or other circumstances the pool may be closed from time to time.

15. INCLEMENT WEATHER. Swimming is not allowed during inclement weather (i.e. thunderstorms, lightening).

16. VIOLATION OF POOL POLICIES. Residents or guests who violate the pool policies will be held to a zero tolerance policy and subject to eviction.

17. EMERGENCIES. In an emergency, contact help immediately. A free telephone is provided in the pool area.

18. OTHER RULES. All other posted rules and policies must be followed.

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**Guidelines & Policies for Pet Parents (Owners)**

1. Pets, including dogs and cats are permitted at the Community only with our permission. Visiting pets are not allowed. Certain types of pets are not allowed. These include, but are not limited to monkeys, ferrets, snakes, rabbits, livestock, reptiles, rodents and certain dogs. The restricted dog breeds include, but are not limited to, some Terriers including Pit Bulls (a.k.a. American Staffordshire Terriers or Staffordshire Bull Terriers), American Bull Dog, Tosa Inus, German Shepherds, Rottweiler, Presa Canarios, Fila Brasileiros, Argentine Dogos, Akitas, Doberman Pinschers, Alaskan Malamutes, Bull Mastiffs, Cane Corso, Wolf Hybrids and all mixes of these breeds. AvalonBay Communities reserves the right to deny residency to any animal deemed aggressive whose breed is not explicitly listed.

   Once such permission is granted, it will not be revoked as long as the resident pet parent (owner) abides by these guidelines policies, controls the pet and shows due consideration of other residents of the Community.

   As set forth in the Lease, when a pet is acquired, a non-refundable pet charge or increased deposit and a monthly charge are required to be paid by you the resident. If there is more than one pet, the monthly charge will be assessed for each pet.

2. Pets with a history of biting are not permitted at the Community. You agree and assume full responsibility for personal injuries or property damage caused by the pet, and hereby agree to indemnify the Community and hold the Community harmless against any loss, or liability of any kind or character whatsoever resulting from the privilege of having a pet on the premises. You are responsible for the action of your pet at all times. Should your pet injure any other pets, residents or AvalonBay Communities associates, or other individual not listed here while on community premises , you will be asked to remove the pet from the premises immediately.
3. **Number of Pets:** No more than 2 pets are allowed per apartment home.
4. **Maintenance:** Pets must be restrained whenever a maintenance service call is requested.
5. **Pet Waste:** In order to keep the grounds clean and sanitary, pet stations must be utilized or the pet must be taken to the outside perimeter of the Community for their toilet purposes. You must clean up after your pet. It will be a violation of these rules if you simply "relieve" your pet solid waste and not clean up. This is not at your convenience, this must happen every time the pet uses our community grounds for "toilet" purposes. You will be asked to sign a Clean Paws Pledge committing to cleaning up after your pet.
6. **Leash:** Pets must be on a leash at all times when outside the apartment home. If applicable, dogs must be leashed whenever entering and exiting the Pet Park, but may be unleashed while within the enclosure of the Pet Park.
7. **Tying Up/Balconies:** Pets are not to be tied or staked outside the apartment. Residents must not leave their pet on the patio or balcony for extended lengths of time.
8. **Patios & Pet Food:** Patios should be kept clean of any pet waste. During hot weather, especially, odors can be extremely offensive to neighbors. Also, please avoid leaving pet food outside for long periods of time, as it will attract pests/rodents. You may leave water outside for your pet.
9. **Human Amenity Areas:** Pets are not allowed in the pool or amenity areas at any time.
10. Residents violating these guidelines and policies must reimburse AvalonBay Communities for any damage or loss incurred for each violation determined at the discretion of the Community Manager.

**FIREPLACE/FIRE PIT POLICIES**

If this amenity is applicable at the community, the following rules are to be observed:

1. The amenity areas are for residents and their guests only. Your guests must be accompanied by you.
2. Do not throw any items into the fire or surrounding area.
3. The fireplace or fire pit is not to be used as a means of cooking or roasting food, including but not limited to marshmallows.

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4. Residents and/or guests are to use appropriate seating and not to sit on the ledge of the fire pit or fireplace.
5. The fire/flame should not be left unattended. Use the appropriate posted method to extinguish the fire/flame.
6. In the event of an emergency, press the nearby red emergency button (if applicable) and call 911.

These Community Policies are to be strictly observed and will be enforced by us. We may, however, insist that you observe all of these Community Policies even if you did something in violation of these policies and we did not object. Thus our failure or delay, if any, in demanding compliance by you of these Community Policies must not be deemed a waiver of our right to insist on full compliance by you in the future. We reserve the right to modify these Community Policies and to make such other reasonable rules as, in our judgment, from time to time become necessary to ensure the enjoyment of the Community by our residents.

Thanks for your cooperation in observing these Community Policies.

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**RESIDENT(S):**

| | | University of DC |
|---|---|---|
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey — April 15, 2025

**Signature** **Date**

418
**Apartment Number**

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Department of Housing and Community Development
Rental Accommodations Division
Housing Resource Center
1800 Martin Luther King, Jr. Avenue, S.E.
Washington, D.C. 20020 | (202) 442-9505

RAD Date Stamp:
April 15, 2025

# NOTICE OF ACCESS TO RECORDS

FOR USE WITH HOUSING PROVIDER'S DISCLOSURES
(RAD FORM 3) FOR NEW TENANTS OR UPON TENANT REQUEST

Date: April 15, 2025

Tenant Name(s)
**University of DC**

Tenant Address
**2950 Van Ness St #418,**
**Washington, DC 20008**

| | |
|---|---|
| Registration Number: | 53002580 |
| Basic Business License No. | 53002580 |
| Certificate of Occupancy No. (if applicable) | B105241 |

Dear Applicant(s)/Tenant(s):

The Rental Housing Act of 1985 requires your housing provider to maintain records of the information reported on the Housing Provider's Disclosures to Applicant or Tenant (RAD Form 3). Applicants must be given these records along with this form, and existing tenants may request to view or be given a copy of the compiled records once per calendar year, and your housing provider must give you this completed form within 10 business days.

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## A. Location of Records

This set of records is available to you:

☐ At the housing accommodation, in _____;

☐ The housing provider's nearest office, at

AvalonBay Communities, Inc.
2950 Van Ness St. NW, Washington, DC 20008

☐ By email or U.S. postal service.

To request these records, contact your housing provider at (202) 362-6870.

## B. Contents of Compilation of Records

Your housing provider must provide you copies of the following documents or other records to support the information about your rental unit disclosed on RAD Form 3:

1. The current Registration/Claim of Exemption form (RAD Form 1 and Form 2, if applicable) for the housing accommodation.
2. The housing provider's current business license.
3. The identity and location of the bank or financial institution holding any security deposit (account number not required).
4. Copies of all notices of infractions or violations issued by the Department of Consumer and Regulatory Affairs or other government agency with respect to the housing regulations, including the Housing Code and Property Maintenance Code, affecting the

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rental unit or common elements of the housing accommodation and any related records of abatement or remediation, for the past 3 years.

5. All notices of infractions or violations issued by the Department of Energy and Environment or other government agency with respect to indoor mold contamination, affecting the rental unit or common elements of the housing accommodation, and any related records of abatement or remediation, for the past three years.
6. Information that the owner knows or should know about the presence of indoor mold contamination in the rental unit or common areas for the past 3 years and whether the mold has been remediated by an indoor mold remediation professional certified and licensed by the District of Columbia.
7. The Tenant Bill of Rights.
8. DC Board of Elections Voter Registration Packet.

*Additionally, for rent-stabilized units*:

10. All notices of rent adjustments sent to the tenant(s) of the unit (RAD Form 8) for the past three years, including new tenant disclosures (RAD Forms 3 & 4) in which a vacancy adjustment was implemented.
11. All certificates of rent adjustments filed with RAD affecting the unit (RAD Form 9) for the past three years.
12. Any final order approving a rent surcharge for the unit and the surcharge expiration date, whether applied to the current tenant or not.
13. Any currently pending tenant petition, housing provider petition, or voluntary agreement that may affect the rental unit (supporting documentation may be made available on request) which could increase rent during the following 12 months.
14. "What You Should Know About Rent Control in the District of Columbia" published by the Rental Accommodations Division.

| **C. Housing Provider's Information** | |
|---|---|
| | |
| Housing Provider Signature: | /s/ Smith Property Holdings Consulate L.L.C. |
| Housing Provider Name (print): | Smith Property Holdings Consulate L.L.C. |
| [✔] Owner<br>[ ] Authorized Agent<br>[ ] Other Title (if applicable): | |
| Housing Provider Telephone No.: | (202) 362-6870 |
| Housing Provider Email: | VanNess@avaapartments.com |
| Housing Provider Address: (no P. O. Boxes] | AvalonBay Communities, Inc.<br>2950 Van Ness St. NW, Washington, DC 20008 |
| Date: | April 15, 2025 |

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Account# DC518-001-418-8

# ELECTRONIC BIKES, E-SCOOTERS, AND OTHER LITHIUM-ION BATTERY POWERED MOBILITY DEVICES LEASE ADDENDUM

Electronic bikes, e-scooters, and lithium-ion battery powered mobility devices are used or interacted with daily at this Community. While these devices and the batteries used therein provide an effective and efficient method of transportation, the likelihood of them overheating, catching on fire, and even leading to explosions increases when they are damaged or improperly used, charged, or stored. The permissibility, rules, and management of such devices is outlined below.

1. **PARTIES**. This Electronic Bikes, e-Scooters, and Other Lithium-Ion Battery Powered Mobility Devices Lease Addendum ("Addendum") is an addendum to the Lease Agreement between Manager, as agent for Owner, and Resident, and states additional terms on which we are renting an apartment to you in the Community at the Apartment Address specified in the Summary.

2. **E-BIKES**. In this Addendum the term "e-bikes" includes, but is not limited to e-bikes, e-scooters, and other lithium-ion battery powered mobility devices such as hover boards.

3. **PERMISSIBILITY.** You are permitted to store e-bikes on the Premises subject to the terms of this Addendum.

   No commercially owned e-bikes are permitted on the property or within 25 feet of the community entrance.

4. **CERTIFICATION.** You acknowledge that all e-bikes must be certified by nationally recognized testing laboratories such as UL, ETL and CSA.

5. **BATTERY**. You agree that you must use only the original battery, power adapter, and power cord supplied with the device, or a manufacturer recommended or accredited replacement.

6. **REPAIRS AND MAINTENANCE.** Repairs and maintenance on batteries and motors of e-bikes on the Premises are expressly prohibited.

7. **STORAGE AND CHARGING**. You acknowledge and agree that e-bikes are permitted only to be stored and charged as follows:

   a. You must plug your e-bike directly into the wall for charging, and never use an extension cord or power strip.
   b. You must monitor e-bikes while they are being charged. E-bikes should not be charged overnight.
   c. You must not store or charge e-bikes near means of egress (e.g., exit doors or balconies), or near couches, beds, drapes, or other combustible materials.

8. **DISPOSAL**. You acknowledge and agree that you will not dispose of e-bikes or any lithium-ion batteries anywhere on the Premises.

The terms of this Addendum are to be strictly observed and will be enforced by us. We may, however, insist that you observe this Addendum even if you did something in violation of this Addendum and we did not

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object. Thus, our failure or delay, if any, in demanding compliance by you with this Addendum will not be deemed a waiver of our right to insist on full compliance by you in the future. We reserve the right to modify this Addendum and to make such other reasonable rules as, in our judgment, from time to time become necessary to ensure the enjoyment of the Community by our residents.

You acknowledge that you understand the risks and associated dangers of e-bikes and agree to following the protocols outlined herein regarding charging, storage, and disposal.

**You acknowledge and agree to the terms and conditions of this Addendum. You further acknowledge and agree that any violation of this Addendum will be considered a breach of your Lease Agreement and in addition to any other rights we may have, we have the right to terminate the Lease and take possession of the Apartment Home in accordance with applicable law.**

**RESIDENT(S):**

| | | |
|---|---|---|
| | | University of DC |
| **Signature** | **Date** | **Print Name** |

**AVALONBAY COMMUNITIES, INC., MANAGER AS AGENT FOR OWNER**

**BY:** Sarah Harvey April 15, 2025

**EXHIBIT D**

(List of all Tenant Units as of Bulk Lease Commencement Date)

**NOTE: This table of Tenant's leased units should be updated within thirty (30) days of the commencement of each Bulk Lease Year (or by November 1st)**

UNIVERSITY OF THE DISTRICT OF COLUMBIA 1851

# Fiscal Impact Statement

**TO**: The Board of Trustees

**FROM**: Managing Director of Finance David A. Franklin

**DATE**: April 22, 2025

**SUBJECT**: UDC Residential Housing FY26 Bulk Lease – AVA Van Ness Property

---

## Conclusion

It is concluded that the University of the District of Columbia will be required to subsidize residential housing for student athletes and DC UP students at AVA Van Ness. The AVA Van Ness bulk lease has a five-year lease term, covering a period beginning in FY2026 and running through FY2030.

## Background

The proposed resolution is to approve apartment leases between UDC as "Tenant" and AvalonBay (AVA Van Ness) as "Landlord" for residential housing at 2950 Van Ness St., NW, Washington, DC. These leases will provide housing units for UDC students.

## Fiscal Impact

The University already leases apartments at AVA Van Ness. The bulk lease establishes a five-year lease agreement. The full amount to paid to the landlord, AvalonBay, over the lease term is $10,014,598.30.

In fiscal year 2026 (Year 1), the University is expected to generate revenue of $1,117,800.00 from student housing fees and housing deposits and to have $2,211,856.00 in lease and operating expenses. The University intends to subsidize the residential housing for student athletes and DC UP students at $1,094,056.00. The remaining portion will be paid through housing fees collected from the general resident student population.

The University continuously seeks to house student athletes, DC UP students, and general students in a location close to campus. Renewal of the leases with AVA Van Ness will assist with this student housing requirement. The University will rent 54 units at AVA Van Ness. The base housing rate per student is $6,000.00 per semester, or $12,000.00 for the academic year (fall and spring).

***Projected Revenue and Expenditures***

**Table 1** shows a schedule of the annual revenue from fees collected by the general residential student population, and the cost for the University Housing program at AVA Van Ness as estimated for Fiscal Year 2026 (Year 1).

**Table 1 – Projected FY26 (Year 1) Revenue and Expenses**

| Annual Projected Revenue | Rate | Counts | Period | Amount |
|---|---|---|---|---|
| **Student Housing Fee per Semester** | 6,000 | 92 | 2 | $1,104,000.00 |
| Housing Deposits | 150 | 92 | 1 | $13,800.00 |
| **Total** | | | | **$1,117,800.00** |
| **Annual Projected Expense** | **Rate** | **Counts** | **Period** | **Amount** |
| Student Units at AVA Van Ness (One Bedroom) | $2,529 | 28 | 12 | $849,744.00 |
| Student Units at AVA Van Ness (Two Bedroom) | $3,304 | 18 | 12 | $713,664.00 |
| Staff Units @ AVA Van Ness (One Bedroom | $2,385 | 6 | 12 | $171,720.00 |
| Staff Units @ AVA Van Ness (Two Bedroom) | $3,642 | 2 | 12 | $87,408.00 |
| Furniture Repairs/ Replacements | $400 | 46 | 1 | $18,400.00 |
| Apartment Turnovers | $450 | 46 | 1 | $20,700.00 |
| Utilities (Pepco Conservice) | $400 | 54 | 12 | $259,200.00 |
| Insurance | $130 | 54 | 1 | $7,020.00 |
| RA Staffing | $16,800 | 5 | Annual | $84,000.00 |
| **Total Annual Projected Cost** | | | | **$2,211,856.00** |

- The bulk lease is a five-year term lease, starting in FY2026 and ending in FY2030. The rate of increase will be 3.5% at the time of annual renewal for each unit (see **Appendix A**). Anticipated revenue and expenditure across the five years are shown in **Table 2** and **Table 3** respectively.
- It is anticipated that the cost of Utilities could increase at a rate of 3% over the life of the lease for an estimated total of $1,116,957.60.

**Table 2 – Projected Revenue, by Year (FY26-FY30)**

| **Projected Revenue by Year** | | | |
|---|---|---|---|
| **Year** | **Individual Housing Cost** | **Deposit Payments** | **Total Revenue (92 Students-non-athletic/DCUP)** |
| **FY26** | $12,000.00 | $13,800.00 | $1,117,800.00 |
| **FY27** | $12,420.00 | $150.00 | $1,156,440.00 |
| **FY28** | $12,854.70 | $150.00 | $1,196,432.40 |
| **FY29** | $13,304.61 | $150.00 | $1,237,824.53 |

| | | | |
|---|---|---|---|
| **FY30** | $13,770.28 | $150.00 | $1,280,665.39 |

**Table 3 – Projected Expenditures, by Year (FY26-FY30)**

| **Projected Expenditures By Year** | | | | | |
|---|---|---|---|---|---|
| **Category** | **FY26** | **FY27** | **FY28** | **FY29** | **FY30** |
| Student Units (1BR) | $849,744.00 | $879,485.04 | $910,267.02 | $942,126.36 | $975,100.78 |
| Student Units (2BR) | $713,664.00 | $738,642.24 | $764,494.72 | $791,252.03 | $818,945.85 |
| Staff Units (1BR) | $171,720.00 | $177,730.20 | $183,950.76 | $190,389.03 | $197,052.65 |
| Staff Units (2BR) | $87,408.00 | $90,467.28 | $93,633.63 | $96,910.81 | $100,302.69 |
| Furniture Repairs | $18,400.00 | $19,044.00 | $19,710.54 | $20,400.41 | $21,114.42 |
| Turnovers | $20,700.00 | $21,424.50 | $22,174.36 | $22,950.46 | $23,753.73 |
| Utilities | $259,200.00 | $268,272.00 | $277,661.52 | $287,379.67 | $297,437.96 |
| Insurance | $7,020.00 | $7,265.70 | $7,520.00 | $7,783.20 | $8,055.61 |
| RA Staffing | $84,000.00 | $86,940.00 | $89,982.90 | $93,132.30 | $96,391.93 |

***Institutional Subsidy***

Based upon the information provided and the assessment conducted, it is concluded that, with revenue of $1,117,800.00 and expenditures of $2,211,856,00.00 the University will directly subsidize the difference of $1,094,056.00 in Year 1 for student athletes and DC UP students at AVA Van Ness.

A comprehensive set of estimates for the anticipated amount of institutional subsidy required over the terms of the agreement is shown in **Table 4**.

**Table 4 – Projected Institutional Subsidy Estimates (FY26-FY30)**

| **Projected Subsidy Values by Year** | | | |
|---|---|---|---|
| **Year** | **Revenue** | **Expenditures** | **Total Subsidy** |
| **FY26** | $1,117,800.00 | $2,211,856.00 | $1,094,056.00 |
| **FY27** | $1,156,440.00 | $2,289,270.96 | $1,132,830.96 |
| **FY28** | $1,196,432.40 | $2,369,395.44 | $1,172,963.04 |
| **FY29** | $1,237,824.53 | $2,452,324.28 | $1,214,499.75 |
| **FY30** | $1,280,665.39 | $2,538,155.63 | $1,257,490.24 |

**Risks and Assumptions**

| Risk & Assumptions | Impacts |
|---|---|
| Demand is lower than projected | A student survey was completed which identifies the number of students interested in apartments is greater than the number of apartments that UDC will sublease. That is, there is excess demand for available student apartments. Excess demand may not persist after the semester begins, since students may make alternative housing arrangements and may no longer require housing—and leaving the University to fill units that become vacant during the semester. |
| Students are unable/unwilling to pay rent | 1. Students will be screened by the Office of Financial Aid to ensure whether they can afford the cost. |
| | 2. For students who are paying using financial aid, room costs will be deducted directly from the student's award. |
| | 3. Students who do not pay their bill in full in one semester will not be eligible for housing in subsequent semesters. |
| Cost of vacant property | 1. Identify new housing options at AVA Van Ness. |
| | 2. Removal of partitioned walls. |
| | 3. Storage/Disposal of furniture, fixtures, and equipment at AVA Van Ness. |

## Appendix A

## AVA Van Ness Bulk Lease Rate Escalation Charts

| Annual Escalation | 3.5% |
|---|---|

| Effective Date | 5/1/2025 | 10/1/2025 | 10/1/2026 | 10/1/2027 | 10/1/2028 | 10/1/2029 |
|---|---|---|---|---|---|---|
| End Date | 9/30/2025 | 9/30/2026 | 9/30/2027 | 9/30/2028 | 9/30/2029 | 9/30/2030 |

**Classic Unit Base Rent**

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $2,270 | $2,349 | $2,432 | $2,517 | $2,605 | $2,696 |
| Two Bed | $3,555 | $3,679 | $3,808 | $3,941 | $4,079 | $4,222 |

**Tier I Renovated Base Rent**

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Reno Prem |
|---|---|---|---|---|---|---|---|
| One Bed | $2,385 | $2,468 | $2,555 | $2,644 | $2,737 | $2,833 | $115 |
| Two Bed | $3,680 | $3,809 | $3,942 | $4,080 | $4,223 | $4,371 | $125 |

**Tier II Renovated Base Rent**

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Reno Prem |
|---|---|---|---|---|---|---|---|
| One Bed | $2,500 | $2,588 | $2,678 | $2,772 | $2,869 | $2,969 | $230 |
| Two Bed | $3,825 | $3,959 | $4,097 | $4,241 | $4,389 | $4,543 | $270 |

**OpEx Fee Schedule**

| Annual Escalation | 2.5% |
|---|---|

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $25.00 | $25.63 | $26.27 | $26.92 | $27.60 | $28.29 |
| Two Bed | $35.00 | $35.88 | $36.77 | $37.69 | $38.63 | $39.60 |

**Internet Fee Schedule**

| Annual Escalation | TBD | Based on pass-through rates from provider + AVB premium |
|---|---|---|

| | Initial Rate | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $52.00 | TBD | TBD | TBD | TBD | TBD |
| Two Bed | $52.00 | TBD | TBD | TBD | TBD | TBD |

**Annual Amenity Fee Schedule**

| Annual Escalation | n.a. |
|---|---|

| | Pre-Year 1 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|
| One Bed | $500 | $500 | $500 | $500 | $500 | $500 |
| Two Bed | $500 | $500 | $500 | $500 | $500 | $500 |