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NEW ORLEANS OFFICE

October 7, 2020 *Via Hand Delivery*

The Honorable H. Lynn Jones, II Clerk of Court, Parish of Calcasieu Post Office Box 1030 Lake Charles, LA 70602-1030

RE: Tyneesha Jackson, et al v. PC Wilshire, LLC, et al Docket No: 2020-3343, 14th JDC, Div "H", Calcasieu Parish, LA File No: 21990

Dear Sir/Madam:

Enclosed please find an original and one copy of a Joint Motion for Consent Permanent Injunction and Permanent Injunction which we are filing in the above matter on behalf of Defendants, PC Wilshire, Peak Living, LLC, and Latricia Theirry. Also enclosed is our firm's check in the amount of \$110 to cover the associated filing fees.

Please file the original into the court record, submit the Motion to Judge Ware for consideration, and return one stamped copy of the pleading and the signed Order.

Thank you.

Sincerel Ben L. Mayeaux

BLM/dfo Enclosure

cc:

Mr. William Quigley (w/encl. via e-mail) Ms. Pam Spees (w/encl. via e-mail)

*ALSO ADMITTED IN TEXAS

NeunerPate.com

TYNEESHA JACKSON, on her own behalf and on behalf of all others similarly situated, Plaintiffs

VERSUS

PC WILSHIRE LLC; PEAK LIVING LLC; and LATRICIATHEIRRY, Defendants

14TH JUDICIAL DISTRICT COURT

DOCKET NO: 2020-3343 DIV. "H"

CALCASIEU PARISH, LA

JOINT MOTION FOR CONSENT PERMANENT INJUNCTION

Plaintiff, Tyneesha Jackson, and defendants, PC Wilshire LLC, Peak Living LLC, and Latricia Thierry, stipulate and agree as follows:

Definitions

- The term "Tenants" shall mean all persons who were residents of Wilshire Apartment Homes, 4245 5th Avenue, Lake Charles, Louisiana, on August 26, 2020, excluding employees of Defendants herein.
- 2. The term "Eligible Tenant" shall mean persons who were residents of Buildings S, R1, O and Q on August 26, 2020.
- The term "Released Parties" shall mean Defendants and its/their employees, officers, members, attorneys, predecessors, successors, affiliates, and insurers.
- The term "Apartment Complex" shall mean the Wilshire Apartment Homes situated at 4245 5th Avenue, Lake Charles, Louisiana.
- 5. The term Tenant Contract shall mean the Lease Termination and Waiver, Release and Hold Harmless Agreement communicated to Tenants on or about September 2, 2020 attached as Exhibit "A".
- 6. The term Lease Contract shall mean the exemplar instrument attached as Exhibit "B".
- The term Waiver and Release of Liability shall mean the instrument attached as Exhibit "C".
- 8. The term Notice shall mean the Notice attached as Exhibit "D".

Recitals

Whereas PC Wilshire LLC owns the Apartment Complex.

Whereas Peak Living LLC manages the Apartment Complex.

Whereas the Tenants were displaced from the Apartment Complex due to damage to the apartments caused by Hurricane Laura on or about August 26, 2020.

Whereas Apartment Complex managers issued a communication which advised Tenants that their leases were terminated, instructed Tenants to vacate by a deadline, and required execution of the Tenant Contract.

Whereas a Temporary Restraining Order was signed September 14, 2020 prohibiting defendants from constructively evicting Tenants without judicial process.

Wherefore the Plaintiff and Defendants desire to resolve their disputes and jointly move for entry of a Consent Permanent Injunction and related relief with the following terms:

Permanent Injunction

- 1. Plaintiff's class allegations and request for class certification are withdrawn.
- 2. This Consent Permanent Injunction shall apply to all Tenants.
- 3. The Tenant Contract is deemed null and of no effect.
- 4. No later than **October 12, 2020**, Defendants shall cause the attached Notice of the terms of this Agreement to be delivered to Tenants via text or personal call, e-mail transmission, and United States mail to Tenants's last known address, shall publish the Notice in the Lake Charles American Press, and post this Agreement and the Notice to the website of the Apartment Complex.
- 5. Eligible Tenants in building S, R1, Q, or O who choose to keep their existing leases will have the right to do so. If an Eligible Tenant chooses to keep their existing lease they must so indicate in writing no later than 5:00 p.m. October 20, 2020 by e-mailing or texting to (844) 700-7325 or <u>Wilshireres@peakliving.com</u>. If an Eligible Tenant opts to keep the existing lease, no rent will be due until that Tenant re-occupies the apartment once repairs are complete and approved by inspectors. Additionally, if the Eligible Tenant opts to keep the existing lease and executes the Waiver and Release of Liability, Defendants, at no cost to the Tenant, will assist with removing, cataloging, and storing the Tenant's personal property until the apartment is ready for occupancy, at which time Defendants will assist with returning the personal property to the apartment.
- 6. All other leases shall be terminated effective midnight, October 20, 2020. Tenants whose leases are terminated shall have their security deposit returned in accordance with Section 3 of the Lease Contract.
- 7. Tenants whose leases are terminated shall remove their personal property and vacate their apartments no later than 5:00 p.m. November 2, 2020.

8. Defendants may remove and discard personal property remaining in the units after 5:00

p.m. November 2, 2020.

- 9. Defendants agree to pay all costs of court incurred by the Plaintiff.
- 10. Defendants will cooperate with FEMA and the Red Cross to help residents verify accurate information.
- 11. All claims against the Released Parties shall be dismissed with prejudice.

Respectfully submitted:

WILLIAM P. QUIGLEY (3007769) Loyola University New Orleans 7214 St. Charles Avenue New Orleans, LA 70118 Telephone: (504) 710-3074 Facsimile: (504) 861-5540 <u>quigley77@gmail.com</u> and PAMELA C. SPEES (#29679) Center for Constitutional Rights 666 Broadway, 7th Floor New York, NY 10012 Telephone: (337) 526-4673

pspees@ccrjustice.org Attorneys for Plaintiffs

NEUNERPA

JAMES L. PATE (#10333) (jpate@neunerpate.com) BEN L. MAYEAUX (#19042) (bmayeaux@neunerpate.com) B. LANCE PERSON (#35280) (lperson@neunerpate.com) One Petroleum Center, Suite 200 1001 W. Pinhook Road Lafayette, LA 70503 Telephone: (337) 237-7000 Facsimile: (337) 233-9450 *Attorneys for Defendants, PC Wilshire, Peak Living, LLC, and Latricia Theirry*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this pleading has this day been served on all known

counsel of record via electronic transmission on this 7th day of October, 2020.

COUNSEL

TYNEESHA JACKSON, on her own behalf and on behalf of all others similarly situated, Plaintiffs

VERSUS

PC WILSHIRE LLC; PEAK LIVING LLC; and LATRICIATHEIRRY, Defendants

14TH JUDICIAL DISTRICT COURT DOCKET NO: 2020-3343 DIV. "H"

CALCASIEU PARISH, LA

PERMANENT INJUNCTION

Considering the forgoing Joint Motion for Consent Permanent Injunction, it is hereby Ordered:

- 1. Plaintiff's class allegations and request for class certification are withdrawn.
- 2. This Consent Permanent Injunction shall apply to all Tenants.
- 3. The Tenant Contract is deemed null and of no effect.
- 4. No later than **October 9, 2020**, Defendants shall cause the attached Notice of the terms of this Agreement to be delivered to Tenants via text or personal call, e-mail transmission, and United States mail to Tenants's last known address, shall publish the Notice in the Lake Charles American Press, and post this Agreement and the Notice to the website of the Apartment Complex.
- 5. Eligible Tenants in building S, R1, Q, or O who choose to keep their existing leases will have the right to do so. If an Eligible Tenant chooses to keep their existing lease they must so indicate in writing no later than 5:00 p.m. October 20, 2020 by e-mailing or texting to (844) 700-7325 or <u>Wilshireres@peakliving.com</u>. If an Eligible Tenant opts to keep the existing lease, no rent will be due until that Tenant re-occupies the apartment once repairs are complete and approved by inspectors. Additionally, if the Eligible Tenant opts to keep the existing lease and executes the Waiver and Release of Liability, Defendants, at no cost to the Tenant, will assist with removing, cataloging, and storing the Tenant's personal property until the apartment is ready for occupancy, at which time Defendants will assist with returning the personal property to the apartment.
- 6. All other leases shall be terminated effective midnight, October 20, 2020. Tenants whose leases are terminated shall have their security deposit returned in accordance with Section 3 of the Lease Contract.

- 7. Tenants whose leases are terminated shall remove their personal property and vacate their apartments no later than 5:00 p.m. November 2, 2020.
- Defendants may remove and discard personal property remaining in the units after 5:00 p.m. November 2, 2020.
- 9. Defendants agree to pay all costs of court incurred by the Plaintiff.
- 10. Defendants will cooperate with FEMA and the Red Cross to help residents verify accurate information.
- 11. All claims against the Released Parties shall be dismissed with prejudice.

Thus done and signed this _____ day of _____, 2020 in Lake Charles, Louisiana.

District Court Judge



LEASE TERMINATION AND WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

*** Important Document: Please Read Carefully***

OWNER PC Wilshire, LLC

RESIDENT(S)

This AGREEMENT is between Resident, and Owner, its owners, agents, representative, employees, management, management company, insurers, agents, parent and subsidiary companies, attorneys, and assigns ("Owner").

WHEREAS, Hurricane Laura impacted Lake Charles, Louisiana on or about August 27, 2020, causing widespread flooding, wind damage, utility outages, casualties and other catastrophic losses;

WHEREAS, Wilshire Apartment Homes ("the Property"), located in Lake Charles, Louisiana, sustained catastrophic destruction and damages as a result of Hurricane Laura;

WHEREAS, Louisiana Civil Code Article 2714 and the Resident's Apartment Lease Contract stipulate that Resident's Leases shall terminate when the Property or Premises is destroyed and/or an Act of God materially affects the habitability of the Property;

WHEREAS, Hurricane Laura destroyed and/or materially damaged the Property, and Resident's apartment ("the Premises"), rendering both unsafe and uninhabitable to its Residents;

WHEREAS, Hurricane Laura may have damages Resident's personal belongings and effects in the Premises;

WHEREAS, Resident and Owner wish to settle, resolve, compromise and terminate their respective contractual obligations;

AND NOW, Resident and Owner hereby stipulate and agree to the following:

- 1. <u>Termination of Lease</u>. Resident and Owner hereby stipulate, agree and acknowledge that Resident's Apartment Lease Contract, and all attendant rights, obligations and duties of Resident and Owner thereto, shall be canceled and terminated effective as of September 3, 2020;
- 2. <u>Vacate Premises.</u> Resident agrees to vacate the Premises on or before September 3, 2020. If Resident may safely access the Premises, s/he shall remove all personal belongings and effects from the Premises no later than September 14, 2020. Owner shall provide an escort to Resident to ensure it is safe to access the Premises and remove his/her personal belongings and effects.
- 3. <u>Waiver and Release of Liability.</u> Resident, and his/her occupants, heirs, assigns, executors, administrators, agents and representatives, hereby forever release, discharge, acquit, defend, indemnify and hold harmless Owner and its parent and subsidiary corporations employees.

EXHIBIT

contractors, agents, representatives, insurers, and all other persons, firms, corporations, associations, or partnerships of and from any and all liability, claims, complaints, causes of action, suits, demands, rights, damages, injuries, attorneys' fees and costs, loss of use and/or service, expenses and compensation whatsoever, which Resident, or its occupants, heirs, assigns agents or representatives, now has, have or which may hereafter accrue on account of or in any way growing out of his or her tenancy, occupancy and/or residency at the Property or Premises, including, but in no way limited to, claims for breach of contract, personal injuries, and/or loss or damage to or of personal property, belongings, or effects in or on the Property or Premises from any cause whatsoever, including, but in no way limited to losses and damages caused by Hurricane Laura, as well as claims, complaints or demands arising under the Fair Housing Act, Louisiana Equal Housing Opportunity Act, HUD Regulations, and/or any claims of discrimination and/or alleged violations of law of any kind or nature whatsoever. Resident hereby agrees, stipulates and acknowledges that Owner, and/or is agents, employees, contractors and representatives, are authorized and empowered to discard and dispose of any of personal belonging and/or effects left in or on the Premises or Property after September 14, 2020, and Residents shall forever release, discharge, acquit, defend, indemnify and hold Owner harmless from any claims, demands, suits or causes of action in any way relating to loss, damage, spoilage, deterioration or diminution of said personal property, belongings or effects left in or on the Premises or Property after September 14, 2020.

- 4. <u>Confidentiality.</u> Resident agrees that the terms of this settlement are confidential and agree that this agreement and its terms will not be disclosed to any third party for any reason, nor shall Resident communicate in any form matters relating to its tenancy or any events which lead to this agreement, as same would result in irreparable damage to Owner. Resident agrees to not disclose to any person at any time any information relating to Owner or this agreement. It is further agreed that Resident and all occupants shall not utilize any website or social media to negatively discuss its tenancy, Owner, or this agreement. Resident's breach of this provision shall entitled Owner to injunctive relief and/or recover from Resident such sums as may be deemed actual damages from the breach and an agreed amount of liquidated damages equal to a minimum of two thousand dollars (\$2,000.00). Breaching party shall be responsible for all court costs and attorneys' fees.
- 5. <u>Agreement and Understanding</u>. Resident further declares and represents that s/he has read and understood this Agreement, its terms and conditions are clear, unambiguous and have been brought to Resident's attention, and further, Resident has consulted with counsel of their choosing, have not been coerced or placed under duress, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are legally binding and contractual and not a mere recital.

So Dated this _____ day of _____, 2020.

Resident(s):

Owner:

Resident Signature

Resident Signature

Wilshire Apartment Homes

		EASE CO	ONTR			
	PAR	TIES AND LEASE	D PREMISES			
Owner	Address				Phone	
PC Wilshire LLC Residential Community	4245 5th A	Ave. Lake Charles,	LA 70607		(801) 341-0300	
Wilshire Apartment Homes						
Street Address	City		State		ZIP	
4245 5th Avenue	Lake Char	les	Louisiana		70607	
Residents					Leased Premises M7	
Street Address	City		State		ZIP	
4245 5th Avenue Apt M7	Lake Char		Louisiana		70607	
Type Lengt Move-In Renewal	h	LEASE TER Move-In Date	Start Date	End Date	Date Signed	
		RENT				
Payable To	Address				Phone	
Wilshire Apartment Homes	4245 5th A	Avenue, Lake Char			(337) 479-7532	
Office Hours Monday - Friday, 8:00 am - 5:00 Sunday 1:00 pm - 5:00 pm	pm; Saturday, 1	10:00 am - 5:00 pm	Due On	Late On	Fax (337) 479-7535	
		CHARGES	5			
Month-to-Month Charge		Payment (Daily)		Lease E	Buy-Out	
Late Payment	Disho	nored Payment	•			
Concession #1:	장 관계 전 가 가 가 가 다 다 다 다 다 다 다 다 다 다 다 다 다 다 다	CONCESSIO	NS*			
*All concessions are subject to the te	rms and condition	s of the Residential I	ease Contract.			
		TOTAL MOVE-IN				
Prorated Rent and Monthly Charges	Total	Total Deposits		Total O	Total One-Time Fees	
ONE-TIME CONCESSIONS						
HOLDING DEPOSIT PAID						
TOTAL DUE ON OR BEFORE N	IOVE-IN					
MONTHLY PAYMENTS		DEPOSIT	S		ONE-TIME FEI	∃S
Base Rent		ity Deposit		Applicat	tion Fee(s)	
Utilities Rent Liability Waiver Fee		L DEPUSII			ONE-TIME F	
(Insurance)						EXHIBI
TOTAL MONTHLY PAYMENT					tabbies ¹	B

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the _____ day of ____, ____, by and between Owner of Residential Community ("Owner") and ______, jointly, severally, and solidarily (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at _____

(the "Leased Premises"), located within <u>Wilshire Apartment Homes</u> (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement.



Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with an attachment to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

1. OCCUPANCY OF THE LEASED PREMISES. The Leased Premises may be occupied solely by Residents. If any person other than the Resident or Occupant occupies the Leased Premises for more than consecutive days or total days in any month period, such person shall be deemed to reside in the Leased Premises in violation of this Agreement. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and may, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or an authorized occupant, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.

- 2. TERM. This Agreement shall be for a fixed lease term of begin on and end at on and end at on the expiration of the Initial Term or the parties execute a new Residential Lease Contract.
- **3. SECURITY DEPOSIT.** Residents have deposited with Owner the sum of _____, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit.

Owner may recover amounts owed by Residents from the security deposit for any lawful reason including, but not limited to, the following: any damages or loss caused by Residents' default or breach of this Agreement; delinquent or unpaid rent; late fees; electricity, gas, water, sewer, stormwater, or other utility charges; damages to the Leased Premises caused by simple negligence, intentional act, accident or inaction; the replacement cost of fixtures or other items contained in the Leased Premises that are damaged or destroyed; service charges; batteries for smoke detectors or other safety devices; unreturned, damaged or missing keys or entry devices; replacement light bulbs; delinquent fees or unpaid deposits; the costs of rekeying or disabling unauthorized security systems and alarms; pet charges; government assessments against the Owner caused by Residents, Occupants or guests; trash removal; all costs associated with illegally parked vehicles, including removal; returned check fees; removal and storage of items left in the Leased Premises; all costs, including attorneys' fees, related to eviction proceedings or the enforcement of this Agreement. If the security deposit does not cover all of Owner's loss, Residents are liable for any unsatisfied amounts, damages, and when applicable, accelerated rent.

4. RENT. Residents agree to pay to Owner, as rent for the Leased Premises, the sum of per month. If Residents' tenancy initially commences after the first (1st) day of the month, Residents agree to pay due as prorated rent for the first partial month. Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the day of each month in the form of walk-in payment systems (WIPS), online payment, debit, personal check or certified check. Rent and all other sums due to Owner will be payable to Wilshire Apartment Homes, 4245 5th Avenue, Lake Charles, LA 70607, (337) 479-7532. The usual days and hours when payments may be made personally are: Monday - Friday, 8:00 am - 5:00 pm; Saturday, 10:00 am - 5:00 pm; Sunday 1:00 pm - 5:00 pm, 4245 5th Avenue, Lake Charles, LA 70607. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the day of the month, payment must be in the form of <u>certified check</u>. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the <u>1st</u> day of the month, any payment tendered following service of said notice must be in the form of <u>certified check</u>.

4.1. First Payment. Residents shall pay the first month's rent on or before the Initial Term begins. Payment shall be in the form of <u>certified check</u>. In the event Residents fail to pay the first month's rent, Owner shall be entitled to recover all damages suffered, including any future rent as it becomes due and other amounts subject to any mitigation of Owner's loss.

4.2. Concessions. Residents agree that the concessions specified in this Agreement are given to Residents

as an incentive and with the understanding that Residents will fulfill all obligations under this Agreement for the full lease term. If Residents fail to pay rent before the <u>4th</u> day of the month, in any month, during the initial lease term or any renewal period, in addition to all other remedies authorized by state law or this Agreement, Residents shall not be entitled to the prorated portion of concessions attributed to that month. Furthermore, Residents shall owe the full amount of rent as stated in this Agreement, as if no concessions were given for that month, plus any applicable late payment charges as a result of Residents being delinquent. In the event Residents are asked to vacate the Leased Premises, evicted or move out prior to the expiration date of the initial lease term or any renewal period, Residents shall reimburse Owner, upon demand, the full amount of concessions. Residents must also pay all other rent, charges, or sums due to Owner as a result of Residents' failure to comply with the terms and conditions of this Agreement. Residents acknowledge that concessions constitute a discount of rent only and not a discount of any other charges or sums which Residents may be required to pay under the terms and conditions of this Agreement.

5. LATE PAYMENTS AND FEES. Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

5.1. Late Payments. Resident shall pay the total amount of rent owed on or before the <u>1st</u> day of the month. If Residents fail to timely pay all rent, Owner is entitled to a late fee of <u>\$50.00</u> on the <u>4th</u> day of the month and an additional late fee of <u>\$10.00</u> for each day thereafter until rent and all other fees are paid. Daily late charges will not exceed <u>fifteen (15)</u> days for any single month's rent.

5.2. Dishonored Payments. Residents shall owe <u>\$35.00</u> for each dishonored payment plus any applicable late fees described in this Agreement until all amounts owed are paid. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by <u>certified check</u>. If <u>2</u> or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any <u>6</u> month period, Residents shall be required to pay all future rent and other charges by <u>certified check</u> plus any and all costs required in the collection of said payments.

- 6. PAYMENTS. Owner is not obligated to accept any payment for rent or other charge after it is due. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by the Residents or when the charges may have accrued.
- 7. RENT INCREASES AND LEASE CONTRACT CHANGES. Owner may notify Residents in writing of any increase in rent at least thirty (30) days before the final date that Residents are required to give their move out notice. The new rent amount shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.
- 8. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS. Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any members of their household, Occupants, or guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents or occupants giving incorrect or false answers in a rental application; 3) Residents or any occupants being arrested, charged, detained, convicted, or

given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

9. MULTIPLE RESIDENTS OR OCCUPANTS. Residents will be in material breach of this Agreement if any Resident, Occupant, or guest (whether invited or uninvited) violate any of the terms of this Agreement or the Rules. Residents are jointly, severally, and solidarily liable for all obligations arising under this Agreement whether or not they remain in actual possession of the Leased Premises. Notices or demands from Owner that are served upon any Resident, Occupant or guest are deemed validly served upon all Residents.

9.1. Replacements and Subletting. Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to the Owner's policies and underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by the Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

10. USE OF LEASED PREMISES AND COMMON AREAS. Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other residents or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or any members of their household, Occupants, or guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if permitted by local zoning ordinance and customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) businesses allowed in a home by state or local statute or ordinance will be permitted with proper licensing and notification provided to the Owner in advance of the operation of the business; 8) Owner may exclude from the Residential Community quests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 9) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest, occupant or resident in the Residential Community; and 10) Residents agree to notify Owner if Residents or any occupants are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

11. LEASED PREMISES AND FURNISHINGS. Residents acknowledge that Residents have inspected the Leased Premises and hereby specifically assume responsibility for the condition of the Leased Premises in accordance with Louisiana law including, but not limited to, Louisiana Revised Statute 9:3221. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to



promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or any members of their household, Occupants, or guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of the Owner, unless otherwise required by law.

11.1. Smoke and Carbon Monoxide Detectors. Residents will not interfere with the presence or functionality of any smoke and carbon monoxide detectors in the Leased Premises. Residents will report immediately and in writing any defects in the condition of any smoke and carbon monoxide detectors. Residents assume the responsibility for ensuring the smoke and carbon monoxide detectors are in operating condition at all times and for replacing batteries as needed. Owner may replace the batteries in any smoke and carbon monoxide detectors in the Leased Premises at any time without notice and at cost to Residents. Residents will be liable for \$100 plus one month's rent and any actual damages that result from Residents' failure to maintain any smoke or carbon monoxide detector in the Leased Premises and for any additional fines and penalties for the failure comply with state law.

11.2. Freezing Weather Conditions. For the purpose of preventing broken pipes and other damages, Residents agree that for the duration of any freezing weather conditions, Residents will maintain the temperature of the Leased Premises at <u>fifty (50)</u> degrees Fahrenheit, leave all closet and cupboard doors open (which allows more heat to reach pipes), and set all water faucets to drip. Residents will be liable for any damages that result from Residents' failure to perform the responsibilities listed in this Section.

11.3. Crime or Emergency. In the event of a crime or emergency, call 911, then contact Owner or Owner's representative. Owner makes no warranties or guarantees, express or implied, concerning security measures implemented by Owner. All warranties and guarantees not specified in this Agreement are expressly disclaimed. Owner is not required to obtain to a criminal history report on any residents, occupants, guests, visitors, or contractors to the housing community. Residents, Occupants, or guests affected by crime must make a written report and deliver it to Owner or Owner's representative and the appropriate law enforcement agency. Upon request, Residents must provide Owner with any law enforcement agency's report related to Residents' tenancy or the housing community.

12. UTILITIES. Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: <u>none</u>. Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by the Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Initial Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: <u>electric, water, sewer, trash</u>.

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximally caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from the Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the <u>1st</u> day of the month next following the date of such billing. When the Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due, it shall be considered a default under this Agreement.

13. DAMAGES, ALTERATIONS AND REPAIRS. Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove



any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM RESIDENTS OR OCCUPANTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS OR OCCUPANTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER. Verbal requests from Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

- 14. RISK OF LOSS OF RESIDENTS' PROPERTY. Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents, any members of their household, Occupants, or guests are not beneficiaries of any insurance policies held by the Owner or the Owner's agents. Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than <u>\$100,000.00</u> for the Initial Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.
- 15. ANIMALS. No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving <u>7</u> days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.
- 16. HOLD HARMLESS FOR GUESTS. Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' Occupants, guests, or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from the Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner.
- 17. DELIVERY OF LEASED PREMISES. If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Initial Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement upon written notice to Owner delivered prior to such time as Owner delivers possession. Provided that the Owner has made a reasonable effort to obtain possession of the Leased Premises, Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Provided that the Leased Premises is habitable, Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.
- **18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence, and as required by applicable law, in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, provided that Residents shall be required to pay for all damages for which they are liable.

18.1. Security. Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security

measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

- 19. ACCESS. Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; 7) to perform an inspection of the Leased Premises; or 8) under any other circumstances permitted by state law. Owner will give Residents at least twenty-four (24) hours notice of Owner's intent to enter unless: a) an emergency exists; b) Residents have abandoned or surrendered the Leased Premises; or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless: i) an emergency exists; ii) Residents have abandoned or surrendered the Leased Premises; or c) it is not during normal business hours, to the entry. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.
- 20. TERMINATION, DEFAULT, AND REMEDIES. Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. In the event of such default, at the option of Owner, the rent for the whole of the unexpired term of the Agreement, together with attorney's fees, shall immediately become due and payable and Residents shall remain responsible for all damages losses suffered by Owner pursuant to the above. Alternatively, in the event of such default, Owner shall have the further option to proceed one or more times for past due installments only without prejudicing its rights to proceed later for the rent of the remaining term of the Agreement, all without having to place, put, or notify Residents in default. Alternatively, in the event of any such default, Owner retains the option to cancel the Agreement and obtain possession of the Leased Premises. In the event of such cancellation and eviction, Residents are obligated to pay any and all rent due and owing through the last day the Leased Premises are occupied. Similarly, in event of any such default, Owner retains the option of re-entering and re-letting the Leased Premises as agent of the Residents for such price and on such terms as may be immediately obtainable and apply the net amount realized to the amount due by Residents, with Residents remaining responsible for the difference, if any, between the amount so received by the Owner and the amount owed by the Residents.

Upon termination of the right of occupancy for any reason, Residents expressly waive notice to vacate the Leased Premises prior to the institution of eviction proceedings in accordance with the Louisiana Code of Civil Procedure Article 4701 et. Seq. and Louisiana Civil Code Article 2713.

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21. MOVE-OUT NOTICES AND PROCEDURES. Prior to moving out, Residents are required to provide Owner with advance written notice pursuant to this Agreement. The move out notice must comply with the notice provision of this Agreement and provide Resident's move out date. Residents must obtain written acknowledgment from Owner of receipt of Residents' move out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement. Oral move out notice is not an acceptable form of termination. The move out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment

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signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due.

Residents, Occupants, and guests must vacate the Leased Premises on or by the agreed upon move out date, the date contained in Resident's move out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally, Residents will be liable for hold over rent and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over.

21.1. Cleaning. Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses. Owner may deduct the cost of carpet cleaning regardless of whether the Residents clean the carpet before delivery of possession of the Leased Premises to Owner.

- 22. RESIDENTS' PERSONAL PROPERTY. Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement without further notice or demand from Owner. Owner may remove and dispose of Residents' personal property in a manner permissible by applicable law upon termination or expiration of this Agreement, surrender, abandonment, or court ordered eviction of Residents. Residents will be liable to pay Owner for reasonable costs associated with packing, removing, storing, and selling Residents' property. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or b) the Residents have vacated the Leased Premises and the move out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: 1) Residents have been in default for non-payment of rent for ten (10) consecutive days; 2) the Leased Premises appears to have been vacated; 3) a significant number of the Residents' personal belongings have been removed; and 4) Owner has not received notice in writing from the Residents addressing the absence.
- 23. SECURITY DEPOSIT RETURN. Owner will mail the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Residents are not entitled to a refund of any portion of the security deposit unless Owner receives proper notice of move out pursuant to this Agreement.
- 24. RELEASE OF RESIDENTS. Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

24.1. Military Personnel Release. The Service members Civil Relief Act ("SCRA") provides relief to U.S. service members entered into certain real property leases. Residents eligible for protection under the SCRA include: 1) Active duty service members who receive military orders for a permanent change of station or deployment orders; 2) Residents entering active duty service for the first time; and 3) Activated Reservists and National Guardsmen, when serving in federal active duty. The SCRA allows for early termination in the following instances: a) the service member entered into the lease before active military service; b) the service member entered into the lease while on active duty and then received permanent change of station orders; or c) the service member entered into the lease while on active duty and then received orders to deploy in support of a military operation in excess of ninety (90) days.

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

25. MISCELLANEOUS. This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

25.1. Zero Tolerance Crime Policy. Residents, Occupants, guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community,

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including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or control substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

25.2. Satellite Dishes and Antennas. The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. This Agreement must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Resident shall not install any external media device nor climb or have others climb upon the roof.

25.3. Bedbugs. Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Owner of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of the Residents taking possession of the Leased Premises. Absent this timely notice to Owner, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

25.4. Attorney's Fees. In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising hereunder, the prevailing party in such litigation shall be entitled to its costs, including reasonable attorney's fees, incurred in such litigation. In the event any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An eviction or unlawful detainer action shall be considered an action relating to this Agreement and thus subject to this provision.

25.5. Domestic Violence. Upon written request by the victim of domestic violence, Owner will change the locks within twenty-four (24) hours and provide the protected Resident a key to the new lock. Resident may terminate this Agreement if Resident is a victim of domestic violence. Resident or other household member must make a request to terminate this Agreement within sixty (60) days of the date the restraining order was issued or the police report was written. Resident that is the victim of domestic violence is responsible for the payment of rent for thirty (30) days following the written notice. If the Leased Premises is occupied by other Residents, the obligation to pay rent will continue until the end of this Agreement. Resident must provide: a) a copy of the restraining order or emergency protective order lawfully issued within the last one hundred-eighty (180) days; or b) a copy of a written report, written within the last one hundred-eighty (180) days, by a peace officer employed by the state or local law enforcement agency acting in official capacity, stating that the Resident or household member has filed a report alleging that the Resident or a household member is a victim of domestic violence, sexual assault or stalking.

Owner may terminate this Agreement or elect not to renew this Agreement if: a) Resident allows the person against whom the protective order has been issued or who was named in the police report of the act or acts of domestic violence, sexual assault or stalking to visit or reside in the Leased Premises; or b) Owner reasonably believes that the presence of the person against whom the protection order has been issued or who was named in the police report that outlines the act or acts of domestic violence, sexual assault or stalking poses a physical threat to other Residents, household members, guests or employees or to a Resident's right to quiet possession of the Leased Premises.

25.6. Fair Housing. Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, or family status.

25.7. Unpaid Balances. All unpaid balances bear twelve percent (12%) interest per year from due date, compounded annually provided that should such interest rate ever exceed the maximum rate permissible by Louisiana law, it shall be reduced to the maximum rate permissible by law. Additionally, if Residents fail to pay all sums due as stated in the demand letter by the deadline stated in the demand letter, Residents shall be liable to pay all collection agency fees related to the collection of the unpaid balances.

25.8. Photograph Release. Residents give permission to Owner to use any photograph or photographic image including video or video stills taken of Residents while in the common areas of the Residential Community or at any events sponsored by the Residential Community. Residents hereby grant Owner, and any of Owner's affiliates,



successors or anyone else authorized by Owner, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Residents' image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Residents also consent to the use of any printed matter in conjunction therewith. Residents hereby waive any right to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Residents hereby release, discharge, and agree to hold harmless Owner and any of Owner's affiliates, successors or anyone else authorized by Owner, for all claims and demands arising out of or in connection with the use of the images taken of Residents, including without limitation any and all claims for libel, false light or invasion of privacy.

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25.9. Liquid Filled Furniture. Liquid filled furniture, including, without limitation, waterbeds and aquariums, is allowed only with proper insurance coverage, and prior written approval of Owner. Residents must provide Owner with at least 24-hours written notice prior to the installation, removal or movement of any liquid-filled furniture and Owner has the right to be present at the time of such installation, removal or movement. Installation movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the higher degree of safety. No aquariums over <u>15</u> gallons are permitted without prior written consent of the Owner. Any damages to the Leased Premises, community or other community residents' belongings as a result of leaks from liquid filled furniture will be replaced at the expense of Residents. Damages caused by the liquid filled furniture to other residents' belongings will give Owner permission to provide necessary Residents' information to all parties affected by the damage.

25.10. Month-to-Month Terms. In the event that this Agreement continues month-to-month, Residents shall pay Owner a month-to-month charge of **\$100.00**. This charge is due to Owner every month along with the monthly rent payment, and is subject to increase upon notice to Residents. For purposes of this Agreement, any unpaid month-to-month charges are deemed additional rent.

25.11. <u>Cash is not acceptable as a form of payment. Post-dated or third party payments will not be</u> <u>accepted. In the event that a full 60 days notice is not provided, Resident will be responsible for rental prorate of days' notice not fulfilled, based on agreed upon monthly base rent.</u>

25.12. Registered Sex Offender Notice. Notice is hereby provided to Residents of the availability to the public of access to a statewide database disclosing the locations of individuals required to register pursuant to Louisiana Revised Statute 15:540 *et. seq.* regarding the registration of sex offenders, sexually violent predators and child predators. Such information may be obtained by contacting the Louisiana State Sex Offender and Child Predator Registry as follows:

Ву	1-800-858-0551 or 1-225-925-6100
Telephone:	(8:00 a.m. until 4:30 p.m. CST)
By Mail:	P.O. Box 66614, Box A-6,
	Baton Rouge, LA 70896
By Email:	SOCPR@dps.state.la.us
On the Web:	http://www.icrimewatch.net/louisiana.php

The State Sex Offender and Child Predator Registry, a public access database of the locations and individuals required to register pursuant to state law, is maintained by the Louisiana Bureau of Criminal Identification and Information and can be accessed at <u>http://www.lsp.org/socpr/default.html</u>.

25.13. Waiver of Jury Trial. To the extent permitted by law, the parties agree that any dispute arising from or related to this Agreement will be decided by a judge and not a jury.

25.14. Force Majeure. To the fullest extent permitted by law, Owner shall be excused from performance or obligations under this Agreement in the event of an act of God, epidemic, war, acts of terrorism, flood, fire, tornado, hurricane, riot, or any other event beyond Owner's control.

25.15. Prohibition Against Recording. This Agreement shall not be filed in the public record. Any such recordation of this Agreement by Residents will result in the automatic termination of this Agreement.

- **26. DISCLOSURE.** Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.
- 27. NO WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the



tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

- **28. SEVERABILITY.** If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.
- **29. ATTACHMENTS TO THE AGREEMENT.** Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Asbestos Notification Addendum	Move In - Pre-Move Out - Move Out Inspection Form
Bedbug Addendum	Package Acceptance Addendum
Concession Addendum	Parking Storage Garage Addendum
Crime/Drug Free Housing Addendum	Property Damage Liability Waiver Required
Damage Charges Addendum	RentPlus Addendum
Key, Permits & Access Device Addendum	Resident Policy Addendum
Lead-Based Paint Disclosure Addendum	Restricted Animal/Breed List
Lease Buy-Out Agreement	Utilities Addendum
Mold Addendum	Violence Against Women Act

30. SIGNATORIES. This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly, severally, and solidarily responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

Residents may take a copy of these documents for review and/or consult an attorney before submitting a rental application or signing this Agreement.

30.1. Electronic Signatures. The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

` (Resident)

Date

(Owner/Agent)

Date

LEASE CONTRACT

Do you wish for the Company, at no cost to you, to provide assistance with moving and storing your personal property? ______. If "yes", sign the WAIVER AND RELEASE OF LIABILITY below:

Limited Waiver and Release of Liability

In exchange for Wilshire Apartment Home's agreement to provide assistance with removing and storing Tenant's personal property at no cost to Tenant as more specifically addressed above, Tenant, on behalf of himself or herself, and on behalf of any other occupant of Tenant's apartment and other owner of any property in Tenant's apartment, hereby waives and releases Wilshire Apartment Homes, PC Wilshire, LLC, Peak Living, LLC and its/their employees, officers, members, attorneys, predecessors, successors, affiliates, contractors and insurers ("Released Parties") from the following: Any accidental or negligent damage to Tenant's property sustained during moving or storage on-site, and any loss or damage to personal property caused by others while the property is in storage, including any losses or damages due to theft. Tenant additionally agrees that PC Wilshire, LLC is not required to provide security at the Wilshire Apartment Homes, and waives and releases the Released Parties from any liabilities due to the absence of security.

Signed this _____ day of _____, 2020

Tenant Signature: _____

	EXHIBIT	
tabbies	2	
tabt	6	

LEGAL NOTICE

To: all persons who were residents of Wilshire Apartment Homes, 4245 5th Avenue, Lake Charles, Louisiana on August 26, 2020.

Please read carefully: your rights are affected by the settlement of a lawsuit concerning persons displaced from Wilshire Apartment Homes by Hurricane Laura and you have deadlines within which to act!

As a consequence of a lawsuit against the owner and operator of Wilshire Apartment Homes captioned *Tyneesha Jackson v. PC Wilshire LLC, et al*, No. 2020-3343, 14th Judicial District Court, Calcasieu Parish, Louisiana, the parties have entered into a Consent Permanent Injunction which has been approved by the Judge presiding over the case. The pleadings and Injunction include the following:

1. RESIDENTS OF BUILDINGS S, R1, O AND Q

The inspectors and engineers project that building S may be ready for re-occupancy in 2 months and buildings R1, O, and Q may be ready for re-occupancy in 4 months.

Accordingly, if you were a resident of buildings S, R1, O, or Q on August 26, 2020 you have the right to keep your existing lease. If you choose to keep your existing lease you must let the Company know in writing no later than 5:00 p.m. October 20, 2020 by e-mailing or texting to (844) 700-7325 or <u>Wilshireres@peakliving.com</u>. If you choose to keep your existing lease, no rent will be due until you re-occupy the apartment once repairs are complete and approved by inspectors. Additionally, the Company, at no cost to you, may provide assistance with removing, cataloging, and storing your personal property until the apartment is ready for occupancy, at which time the Company will assist with returning the personal property to the apartment.

2. RESIDENTS OF ALL OTHER BUILDINGS

The inspectors and engineers project that repairs to all other buildings may take over a year.

Therefore, the leases for residents of buildings S, R1, Q, and O who choose not to keep their lease and the leases for residents of all other buildings shall be terminated effective midnight, **October 20, 2020**. Tenants whose leases are terminated shall have their security deposit returned in accordance with the Lease Contract. If your lease is terminated, you have until **November 2, 2020** to remove your personal belongings from the apartment and vacate the



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premises. If you do not remove your personal property by this deadline it may be removed and discarded!

For more information or to review the Injunction in its entirety, you can go to the Wilshire Apartment Homes website <u>www.wilshireapthomes.com</u> or text or e-mail to (844) 700-7325 or <u>Wilshireres@peakliving.com</u>.