

23-1118(L) 23-1166(XAP)

IN THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Connecticut Fair Housing Center and Carmen Arroyo,
individually and as conservator of Mikhail Arroyo,
Plaintiffs-Appellants-Cross-Appellees

v.

CoreLogic Rental Property Solutions, LLC,
Defendant-Appellee-Cross-Appellant

Appeal from the United States District Court for the District of Connecticut
No. 18-CV-705

JOINT APPENDIX Volume 3 of 4 (Pages JA-487 to JA-585)

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Not a Release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing dwelling units, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

- 12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling unit. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

- 13. PROPERTY LEFT IN DWELLING UNIT.** "Dwelling unit" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After We Exercise Our Rights for Abandonment. If you have abandoned your dwelling unit, our representative may peacefully enter the dwelling unit after notice as provided under applicable law, and, subject to procedures required by state statute, remove your property. We're not liable for casualty loss, damage or theft for property removed or stored under this section.

- 14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. To the extent permitted by applicable law, we also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

While You're Living in the Dwelling

- 18. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written dwelling unit rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. In accordance with applicable law, we may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the community and do not change dollar amounts on page 1 of this Lease Contract.

- 19. LIMITATIONS ON CONDUCT.** The dwelling unit and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling unit or in the community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling unit for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling unit rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

In accordance with applicable law and in accordance with this provision of the Lease, you agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

- 20. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing

- 15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the Lease term or rental period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature).

- 16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Your termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling unit.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling unit is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling unit will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the dwelling unit will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

- 17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it to the extent permitted or required by law.

anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the community; or injuring our reputation by making bad faith allegations against us to others.

- 21. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license or no current inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the dwelling unit; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster.

- 22. RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract as expressly stated in herein you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

- 23. MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
(2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who

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qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

- 24. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 4.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke or carbon monoxide detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke or carbon monoxide detectors malfunctions to us. Neither you nor others may disable smoke or carbon monoxide detectors. If you damage or disable the smoke or carbon monoxide detectors or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke or carbon monoxide detector, or fail to replace a dead battery or report known smoke detector malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. **Fire Sprinkler System.** You are hereby notified that your apartment X IS IS NOT equipped with an operative fire sprinkler system. If your apartment is equipped with an operative fire sprinkler system, you are hereby notified that the last date of maintenance and inspection was .

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury to the extent permitted by applicable law, or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, carbon monoxide, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—(1) for 24 hours a day during freezing weather—keep the dwelling unit heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, carbon monoxide, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

- 25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the dwelling unit, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. To the extent permitted by applicable law we disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling unit and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling unit. But we'll permit a reasonable number of small nail holes for hanging

pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling unit; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling unit (whether or not we consent) become ours unless we agree otherwise in writing.

- 26. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling unit if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice and (ii) you may have the right to terminate this Lease Contract under provisions of applicable law. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

- 27. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the dwelling unit or the community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling unit at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal in accordance with applicable law and paragraph 32 of this Lease and the Animal Addendum.

- 28. WHEN WE MAY ENTER.** We may enter your dwelling unit at reasonable times to make necessary repairs or changes that we are required to make or to supply the utilities or services that we have agreed to supply. We may also enter your dwelling unit at reasonable times to show your dwelling unit to possible or actual purchasers, mortgage lenders, prospective residents, workmen or contractors. We will give you reasonable notice to our intent to enter your dwelling unit. You will not unreasonably deny us the right to enter the dwelling unit. We may also enter your dwelling unit at any time without your consent in case of an emergency, in accordance with Section 47a-16 of the Connecticut General Statutes, as amended.

- 29. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41.

Replacements

- 30. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

(1) a reletting charge will not be due;

(2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and

(3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original Lease term.

Carmen Arroyo

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Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will

automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) where required by state law, supply running water and reasonable amounts of heat and hot water;
- (3) maintain fixtures, our furniture, hot water, heating and A/C equipment;
- (4) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, building and housing codes, and fair housing;
- (5) provide and maintain appropriate rubbish and garbage receptacles; and
- (6) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

32. DEFAULT BY RESIDENT.

Monetary Default. If you fail to pay the rent when due, or 9 days thereafter, you shall be in default.

Non-monetary Default. You will be in default if you or any guest or occupant violates any other terms of this Lease Contract including but not limited to the following violations: (1) you or any guest or occupant violates the dwelling unit rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or convictions occurs; (2) you abandon the dwelling unit; (3) you give incorrect or false answers in a rental application; (4) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (5) any illegal drugs or paraphernalia are found in your dwelling unit; (6) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20; or (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may end your right of occupancy by serving you a notice to quit and bring and complete an eviction action in accordance with Connecticut General Statutes. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept payment or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before

or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease term or renewal period ends; and (2) you've not paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining payment also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your dwelling unit while you continue to hold over.

Other Remedies. If your rent is delinquent beyond the applicable grace period and we give you 5 days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs to the extent permitted by applicable law. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear interest at the maximum rate permitted by applicable law per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have not authority to waive, amend, or terminate this Lease Contract 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 us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid or unenforceable clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the dwelling unit is located.

Except to the extent mandated by applicable law, we have made no representations or warranties concerning the dwelling unit, and we deny any express or implied warranties have been made unless required by applicable law.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the Lease term without further notice or demand from Owner.

FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to the extent permitted by applicable law excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment/dwelling (multi-housing) associations for the area where the dwelling unit is located.

Carmen Arroyo

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Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the National Dwelling unit Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR DWELLING UNIT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your dwelling unit, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an dwelling unit maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your dwelling unit, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR DWELLING UNIT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your dwelling unit since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is fail-safe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

37. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the dwelling unit before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
38. **CLEANING.** You must thoroughly clean the dwelling unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
39. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
40. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling unit and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the dwelling unit when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke or carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees in the amounts permitted by applicable law, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

41. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund plus accrued interest (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless applicable statutes provide otherwise.

You have *surrendered* the dwelling unit when: (1) the move-out date has passed and no one is living in the dwelling unit in our reasonable judgment; or (2) all dwelling unit keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

You have *abandoned* your dwelling unit if you have vacated it without notifying us and do not intend to return and we have followed the procedures required by applicable law. If you have (1) removed substantially all of your possessions and personal effects from the dwelling, (2) failed to pay your rent for more than two months, or (3) made an explicit statement that you do not intend to return after a certain date, these facts may be used as evidence of your intent to not return to the dwelling unit and hence, abandon it.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling unit; determine any security deposit deductions; and remove property left in the dwelling unit. Surrender, abandonment, and judicial eviction affect your rights in accordance with the requirement of applicable law to property left in the dwelling unit (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

Signatures, Originals and Attachments

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and form a part of this Lease Contract and are binding even if not initialed or signed.

- ☒ Animal Addendum
- ☒ Inventory and Condition Form
- ☒ Mold Addendum
- ☐ Enclosed Garage Addendum
- ☒ Community Policies Addendum
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☒ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☒ Satellite Dish or Antenna Addendum
- ☒ Asbestos Addendum (if asbestos is present)
- ☐ Lead Hazard Information and Disclosure Addendum (federal)
- ☒ Utility Addendum
- ☐ Remote Control, Card or Code Access Gate Addendum
- ☐ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum
- ☒ Other Kids Can't Fly
- ☒ Other LIHTC Good Cause Addendum

You are legally bound by this document.
Please read it carefully.

Resident or Residents (all sign below)

Carmen Arroyo 11/24/15

Owner or Owner's Representative (signing on behalf of owner)

WinnResidential Connecticut LLC 11/24/15

Address and phone number of owner's representative for notice purposes

480 Main Street

Willimantic, CT 06226

(860) 423-1283

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) 11/20/2015

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1)

WinnResidentialConnecticut LLC
Carmen Arroyo

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Lease Contract

Date of Lease Contract: November 1, 2016
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "Lease") is between you, the resident(s) (list all people signing the Lease Contract):
Carmen Arroyo

and the owner:
Owner's Name: ArtSpace Windham Limited Partnership

Owner's Address: _____

You've agreed to rent Dwelling Unit No. 312
at 480 Main Street #312 (street address) in Windham (city),
Connecticut, 06226 (zip code) for use as a private residence only. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The dwelling unit will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the dwelling unit. Persons not listed above must not stay in the dwelling unit for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 1st day of November, 2016, and ends at midnight the 31st day of October, 2017. Subject to our right to increase the rent under the terms of this Lease Contract, this Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** Unless modified by addenda, we acknowledge the receipt of a security deposit in the amount of \$ 1750.00. It shall be held in accordance with the requirements of applicable law as security for the performance by you of each term of this lease during the term and any renewal. Security will not be applied as rent for any period under the lease. If you are in default of the lease, we shall return the security deposit plus accrued interest to you in accordance with the Connecticut General Statutes.

5. **KEYS AND FURNITURE.** You will be provided 1 dwelling unit key(s), 1 mailbox key(s), and 1 other access device for Main Entry. Your dwelling unit will be (check one): ☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 900.00 per month for rent, payable in advance and without demand:

- ☒ at the on-site manager's office, or
☐ at our online payment site, or
☒ at Mail Room Drop Box

Prorated rent of \$ _____ is due for the remainder of (check one):
☐ 1st month or ☐ 2nd month, on _____.

Otherwise, you must pay your rent on or before the 1st day of each month (due date). Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 10th day of the month, you'll be assessed an initial late charge of

\$ 50.00 on the 11th day of the month plus a late charge of \$ 0.00 per day after that date until paid in full. These late charges shall be considered additional rent owed to us. You'll also pay a charge of \$ 35.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:

☒ water ☒ gas ☐ electricity ☐ master antenna
☒ wastewater ☒ trash ☐ cable TV ☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the dwelling unit, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss to the extent permitted by applicable law, of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, 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.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are (check one) ☐ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the dwelling unit has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

- ☐ keyed deadbolt lock ☐ doorviewer
☐ keyless deadbolt ☐ sliding door pinlock
☐ sliding door bar

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Resident is requested to provide management with a current email address.

See any additional special provisions.

11. **EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ _____ (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
(2) move out at our demand because of your default; or
(3) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

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Not a Release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing dwelling units, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling unit. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN DWELLING UNIT.** "Dwelling unit" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After We Exercise Our Rights for Abandonment. If you have abandoned your dwelling unit, our representative may peacefully enter the dwelling unit after notice as provided under applicable law, and, subject to procedures required by state statute, remove your property. We're not liable for casualty loss, damage or theft for property removed or stored under this section.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. To the extent permitted by applicable law, we also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.

While You're Living in the Dwelling

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written dwelling unit rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. In accordance with applicable law, we may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the community and do not change dollar amounts on page 1 of this Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The dwelling unit and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling unit or in the community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling unit for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling unit rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

In accordance with applicable law and in accordance with this provision of the Lease, you agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the Lease term or rental period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature).

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Your termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling unit.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling unit is space needed ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling unit will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the dwelling unit will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it to the extent permitted or required by law.

anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the community; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the dwelling unit; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract as expressly stated in herein you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who

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qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be rejoining from the military during the Lease Contract term; and (3) the terms of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 4.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke or carbon monoxide detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke or carbon monoxide detectors malfunctions to us. Neither you nor others may disable smoke or carbon monoxide detectors. If you damage or disable the smoke or carbon monoxide detectors or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke or carbon monoxide detector, or fail to replace a dead battery or report known smoke detector malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. **Fire Sprinkler System.** You are hereby notified that your dwelling unit X IS IS NOT equipped with an operative fire sprinkler system. If your dwelling unit is equipped with an operative fire sprinkler system, you are hereby notified that the last date of maintenance and inspection was 06/23/2016.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury to the extent permitted by applicable law, or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, carbon monoxide, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the dwelling unit heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, carbon monoxide, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE DWELLING AND ALTERATIONS.** You accept the dwelling unit, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. To the extent permitted by applicable law we disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling unit and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling unit. But we'll permit a reasonable number of small nail holes for hanging

pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling unit; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling unit (whether or not we consent) become ours unless we agree otherwise in writing.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling unit if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice and (ii) you may have the right to terminate this Lease Contract under provisions of applicable law. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. **ANIMALS.** No animals (including invertebrates, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the dwelling unit or the community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling unit at any time during your term of occupancy (with or without our consent), we'll charge you for defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal in accordance with applicable law and paragraph 32 of this Lease and the Animal Addendum.

28. **WHEN WE MAY ENTER.** We may enter your dwelling unit at reasonable times to make necessary repairs or changes that we are required to make or to supply the utilities or services that we have agreed to supply. We may also enter your dwelling unit at reasonable times to show your dwelling unit to possible or actual purchasers, mortgage lenders, prospective residents, workmen or contractors. We will give you reasonable notice to our intent to enter your dwelling unit. You will not unreasonably deny us the right to enter the dwelling unit. We may also enter your dwelling unit at any time without your consent in case of an emergency, in accordance with Section 47a-16 of the Connecticut General Statutes, as amended.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41.

Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

(1) a reletting charge will not be due;

(2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested and required; and

(3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original Lease term.

Carmen Arroyo

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Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will

automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) where required by state law, supply running water and reasonable amounts of heat and hot water;
- (3) maintain fixtures, our furniture, hot water, heating and A/C equipment;
- (4) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, building and housing codes, and fair housing;
- (5) provide and maintain appropriate rubbish and garbage receptacles; and
- (6) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

32. DEFAULT BY RESIDENT.

Monetary Default. If you fail to pay the rent when due, or 9 days thereafter, you shall be in default.

Non-monetary Default. You will be in default if you or any guest or occupant violates any other terms of this Lease Contract including but not limited to the following violations: (1) you or any guest or occupant violates the dwelling unit rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or convictions occurs; (2) you abandon the dwelling unit; (3) you give incorrect or false answers in a rental application; (4) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (5) any illegal drugs or paraphernalia are found in your dwelling unit; (6) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20; or (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may end your right of occupancy by serving you a notice to quit and bring and complete an eviction action in accordance with Connecticut General Statutes. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept payment or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before

or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease term or renewal period ends; and (2) you've not paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining payment also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your dwelling unit while you continue to hold over.

Other Remedies. If your rent is delinquent beyond the applicable grace period and we give you 5 days' prior written notice, we may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and/or termination of your right to possession, without terminating this Lease Contract, and all other remedies available under applicable state laws. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs to the extent permitted by applicable law. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear interest at the maximum rate permitted by applicable law per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have not authority to waive, amend, or terminate this Lease Contract 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 us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid or unenforceable clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the dwelling unit is located.

Except to the extent mandated by applicable law, we have made no representations or warranties concerning the dwelling unit, and we deny any express or implied warranties have been made unless required by applicable law.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the Lease term without further notice or demand from Owner.

FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree in the extent permitted by applicable law excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand.

35. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment/dwelling (multi-housing) associations for the area where the dwelling unit is located.

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Carmen Arroyo

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Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR DWELLING UNIT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your dwelling unit, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an dwelling unit maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your dwelling unit, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR DWELLING UNIT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your dwelling unit since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is fail-safe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

37. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the dwelling unit before the 30-day period for deposit refund begins. All residents, guests, and occupants must vacate the apartment and return all keys to management in order to move-out of the apartment. You must provide a forwarding address to management before we are obligated to account for your security deposit in accordance with applicable statutes. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

38. **CLEANING.** You must thoroughly clean the dwelling unit, including doors, windows, furniture, bathrooms, kitchen appliances, patio, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

39. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

40. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling unit and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the dwelling unit when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke or carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction

proceeding against you, plus attorney's fees in the amounts permitted by applicable law, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

41. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund plus accrued interest (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless applicable statutes provide otherwise.

You have *surrendered* the dwelling unit when: (1) the move-out date has passed and no one is living in the apartment AND; or (2) all dwelling unit keys and access devices listed in paragraph 5 have been turned in where rent is paid.

You have *abandoned* your apartment if you have vacated it without notifying us and do not intend to return. If you have removed substantially all of your possessions and personal effects from the apartment, AND either, (1) failed to pay your rent for more than two months, or (2) made an explicit statement that you do not intend to return after a certain date. These facts may be used as evidence of your intent to not return to the apartment and hence, abandon it.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling unit; determine any security deposit deductions; and remove property left in the dwelling unit. Surrender, abandonment, and judicial eviction affect your rights in accordance with the requirement of applicable law to property left in the dwelling unit (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

Signatures, Originals and Attachments

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and form a part of this Lease Contract and are binding even if not initialed or signed.

- ☒ Animal Addendum
- ☒ Inventory and Condition Form
- ☒ Mold Addendum
- ☐ Enclosed Garage Addendum
- ☒ Community Policies Addendum
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☒ Satellite Dish or Antenna Addendum
- ☒ Asbestos Addendum (if asbestos is present)
- ☐ Lead Hazard Information and Disclosure Addendum (federal)
- ☒ Utility Addendum
- ☐ Remote Control, Card or Code Access Gate Addendum
- ☐ Lease Contract Buy-Out Agreement
- ☐ Intrusion Alarm Addendum
- ☒ Other Kids Can't Fly
- ☒ Other LIHTC Good Cause Addendum

You are legally bound by this document.
Please read it carefully.

Resident or Residents (all sign below)

Carmen Arroyo 10.25.16

Owner or Owner's Representative (signing on behalf of owner)

Willimantic 10.18.16

Address and phone number of owner's representative for notice purposes

480 Main Street

Willimantic, CT 06226

(860) 423-1283

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) 11/01/2016

SPECIAL PROVISIONS (CONTINUED FROM PAGE 1)

Additional Special Provisions



DWELLING UNIT DESCRIPTION. Unit No. 312, 480 Main Street #312
 (street address) in Windham (city), Connecticut, 06226 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: November 1, 2016
 Owner's Name: ArtSpace Windham Limited Partnership
 Residents (list all residents): Carmen Arroyo

Notwithstanding other provisions contained in this Lease Contract and Addendums, the following provisions shall apply: *This lease contract will automatically convert to month-to-month unless either party gives at least 60 days written notice of termination, lease renewal or intent to move-out as required under the terms of this lease. *Management has the right to require payment via MoneyGram, money order or certified check and shall not accept personal checks or e-checks after 2 checks have been returned for insufficient funds. *Management has the right to restrict acceptance of on-line payments once a resident has been placed in to the eviction process. *Requests, Repairs and Malfunctions may be communicated to the Management Office in writing, via phone, in person in the management office, through the answering service or via email to the management office, and, if applicable on-line through the resident portal or the E-Survey program. *Management reserves the right to charge a reasonable fee for replacement of lost or damaged keys. *Management reserves the right to charge a reasonable fee for after- hour lock-outs. *Management reserves the right to determine if balconies or patios are not being kept to the neat and clean standard stated in this lease. *Management, at their discretion, may offer a Lease Contract Buy-Out if the resident needs to terminate the lease prior to completing the full term of the lease and wishes to limit their liability. * Barbecue grills of any type are prohibited at this property

Resident(s)

(All residents must sign)

Date of Signing Addendum

Carmen Arroyo 10-25-16

Owner or Owner's Representative

Date of Signing Addendum

ArtSpace

10/18/16

Carmen Arroyo

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Connecticut/National Apartment Association Official Form, February 2013

© 2013, National Apartment Association, Inc.

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Animal Addendum

Becomes part of Lease Contract

Date: October 18, 2016

(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the Owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION. Unit No. 312,
at 480 Main Street #312
(street address) in Windham (city),
Connecticut, 06226 (zip code).

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: November 1, 2016
Owner's name: ArtSpace Windham Limited
Partnership

Residents (list all residents): Carmen Arroyo

The Lease Contract is referred to in this Addendum as the
"Lease Contract."

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ _____ will be charged. We will consider this additional security deposit as part of the general security deposit as part of the for all purposes. The security deposit amount in Provision 4 of the Lease Contract ☐ does, or ☒ does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit. The total general security deposit collected for all purposes shall not exceed that permitted by state law.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in Provision 6 of the Lease Contract ☐ includes ☒ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time fee of \$ 250.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleeting, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form: This property allows a maximum of two pets per apartment home. Only one dog is allowed per apartment home. Pet can weigh no more than 40 pounds and must meet all other requirements of the animal addendum and the "WinnResidential Animal Addendum Special Provisions Stipulations". There is an additional one-time non-refundable pet fee for each pet.

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.
Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: litter box
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

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- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
 - You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
 - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- 12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.
- 14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- 15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may allow animal control or a local humane society to enter the dwelling unit and remove the animal in accordance with applicable law if, in our sole judgment, you have:
- abandoned the animal;
 - left the animal in the dwelling unit for an extended period of time without food or water; or
 - failed to care for a sick animal.
- If you have violated our animal rules or let the animal defecate or urinate where it's not supposed to you will be subject to eviction and other remedies under the Lease Contract.
- 16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the Premises, dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.
- As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.
- 17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 18. MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- 19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraphs 9 and 12 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Reading it carefully before signing.

Resident or Residents

(All resident's must sign)

Carmen Arroyo 10/25/16

Owner or Owner's Representative

(Signs below)

Wingfair 10/18/16

Carmen Arroyo

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UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated November 1, 2016 between ArtSpace Windham Limited Partnership

(("We" and/or "we" and/or "us") and Carmen Arroyo

(("You" and/or "you") of Unit No. 312 located at 480 Main Street #312 (street address) in Windham, CT 06226 and is in addition to all terms and conditions in the Lease.

To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) Water service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- b) Sewer service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- c) Gas service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- d) Trash service to your dwelling will be paid by you either:
☐ directly to the service provider; or
☐ trash bills will be billed by the service provider to us and then charged to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- e) Electric service to your dwelling will be paid by you either:
☒ directly to the utility service provider; or
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- f) Stormwater service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- g) Cable TV service to your dwelling will be paid by you either:
☒ directly to the utility service provider; or
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- h) Master Antenna service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- i) Internet service to your dwelling will be paid by you either:
☒ directly to the utility service provider; or
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- j) Pest Control service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ pest control bills will be billed by the service provider to us and then charged to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- k) (Other) _____ service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable
- l) (Other) _____ service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
☐ If flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company if applicable

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
 "2" - Calculation of your total water use based on sub-metering of hot water
 "3" - Calculation of your total water use based on sub-metering of cold water
 "4" - Flat rate per month
 "5" - Allocation based on the number of persons residing in your dwelling unit
 "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

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- "7" - Allocation based on square footage of your dwelling unit.
 "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit.
 "9" - Allocation based on the number of bedrooms in your dwelling unit.
 "10" - Allocation based on a lawful formula not listed here.
 (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below:

New Account Fee:	\$ _____	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____	(not to exceed \$ _____)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract. For utility services that are resident-paid, proof must be provided that the service has been established in the resident's name and is effective as of the Lease Contract date prior to execution of the lease document. *In addition to being a material breach of this lease, failure to maintain a resident-paid utility in the resident's name will result in the utility expense being billed back to the resident and a processing fee will be assessed. *Resident acknowledges that it is a violation of the Lease Contract to connect to any common area utilities for household use.

Resident Signature Carmen Arroyo
 Resident Signature _____
 Resident Signature _____
 Resident Signature _____
 Management W. Squin

Date 10/25/16
 Date _____
 Date _____
 Date _____
 Date 10/18/16

Bed Bug Addendum

Date: October 18, 2016
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION. Unit No. 312,
480 Main Street #312 (street address)
in Windham (city),
Connecticut, 06226 (zip code).
2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: November 1, 2016
Owner's name: ArtSpace Windham Limited
Partnership
Residents (list all residents): Carmen Arroyo
3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*Cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
4. INSPECTION. You agree that you: (Check one)
☐ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
☒ will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.
5. INFESTATIONS.
You agree that you have read all of the information on this addendum about bed bugs and:
(Check one)
☒ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
☐ you agree that if you previously lived anywhere that had a bed bug infestation, that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and, to the extent permitted by all applicable laws, inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. ACCESS FOR INSPECTION AND PEST TREATMENT.
To the extent permitted by all applicable laws, you must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy in accordance with all applicable laws, and exercise all rights and remedies under the Lease Contract, in accordance with all applicable laws and the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.
7. NOTIFICATION. You must promptly notify us:
• of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
• of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
• if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
8. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. To the extent permitted by all applicable laws, you must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, to the extent permitted by all applicable laws, we may require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy in compliance with all applicable laws, and exercise all rights and remedies under the Lease Contract, in compliance with all applicable laws and the Lease Contract.
9. RESPONSIBILITIES. If we confirm the presence or infestation of bed bugs in your dwelling and such presence or infestation was in whole or in part caused by you, or your family members, occupants, guests or invitees, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling and such presence or infestation was in whole or in part caused by you, or your family members, occupants, guests or invitees, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy in compliance with all applicable law, and exercise all rights and remedies under the Lease Contract, in compliance with all applicable laws and the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
10. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes,

the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling


Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)
 10/25/16

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum
10/18/16

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

Carmen Arroyo

Page 2 of 2

10182016430515CT14032502

Connecticut/National Apartment Association Official Form 13-JJ, March, 2013

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Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

- Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.
- DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.
- COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.
- If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Owner or Owner's Representative
(Signs here)

W. J. [Signature] 10-18-16

Date of Lease Contract

November 1, 2016

10182016430516CT14032502

Asbestos Addendum



Date: October 18, 2016
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION. Unit No. 312,
480 Main Street #312 (street address)
in Windham (city),
Connecticut, 06226 (zip code).
2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: November 1, 2016
Owner's name: ArtSpace Windham Limited
Partnership
Residents (list all residents): Carmen Arroyo
3. ASBESTOS. In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.
4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.
5. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.
6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident(s)

(All residents must sign)

Carmen Arroyo 10/25/16

Date of Signing Addendum

Owner or Owner's Representative

Unsfeld

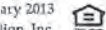
Date of Signing Addendum

10-18-16

Carmen Arroyo

10182016430518CT14032502

Connecticut/National Apartment Association Official Form 13-Y, February 2013
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CFHC000075

LEASE CONTRACT BUY-OUT AGREEMENT



1. Dwelling Unit Description. Unit No. 312
480 Main Street #312 (street address)
in Windham (city),
Connecticut, 06226 (zip code).
2. Lease Contract Description.
Lease Contract date: November 1, 2016
Owner's name: ArtSpace Windham Limited
Partnership
Residents (list all residents): Carmen Arroyo
3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.
4. Buy-Out Procedures. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:
 - (a) you give us written notice of buy-out at least 30 days prior to the new termination date (i.e., your new move-out date), which (check one) ☒ must be the last day of a month or ☐ may be during a month;
 - (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
 - (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
 - (d) you are not in default under the Lease Contract on the new termination date (move-out date);
 - (e) you move out on or before the new termination date and do not hold over;
 - (f) you pay us a buy-out fee (consideration) of \$ _____;
 - (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
 - (h) you comply with any special provisions in paragraph 9 below;
5. When payable. The buy-out fee in paragraph 4(f) is due and payable no later than _____ days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ _____ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.
6. Showing unit to prospective residents. After you give us notice of buy-out, you may not unreasonably deny us the right to enter your unit in order to begin showing it to prospective residents and telling them it will be available immediately after your new termination date.
7. Compliance essential. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will be forfeited, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.
8. Miscellaneous. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.
9. Special provisions. Your right of buy-out (check one) ☐ is or ☐ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:
Buy-out fee must be paid in full 10 days
prior to the move-out date and payment
must be made by Certified Funds or
through the community on-line portal if
available; personal check or cash is not
acceptable. Lease buy-out amount is
determined by the number of months
remaining in the lease term.

Resident or Residents
(All residents must sign)

Carmen Arroyo 10/25/16

Owner or Owner's Representative
(signs below)

W. Decker 10/18/16

Date of Lease Contract
November 1, 2016

Carmen Arroyo

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CFHC000076

**COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM**



This Addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: ArtSpace Windham Limited Partnership

Resident(s): Carmen Arroyo

Unit No./Address: #312, 480 Main Street #312

Lease Date: 11/01/2016

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☐ DOES; ☒ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☐ DOES; ☒ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (2) _____ (3) _____ (4) _____

IV. PACKAGE RELEASE. This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☐ DOES; ☒ DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Children under the age of _____ must be accompanied by a Resident who is that child's parent or legal guardian.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only _____ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- To the extent permitted by applicable law, any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice.

Carmen Arroyo
Revised 9/2015, Connecticut

CFHC000077

- at the vehicle owner's expense to the extent permitted by applicable law.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

- VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time. Additionally, Residents and guests must comply with all local ordinances and codes, including fire codes, applicable to use of any device or item involving high heat, open flame, or combustible material.
 - No person shall knowingly maintain a fire hazard.
 - Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - Fireplaces: Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

- VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly to the extent permitted by applicable law. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. DRAPES AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.
- XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not affect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.

- XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Barbecue grills of any type are prohibited at this property. Only outdoor related furniture and outdoor decorative items may be stored on the patios. Management reserves the right to determine if balconies or patios are not being kept to the neat and clean standard stated in this lease. Illegally parked cars are towed immediately.

I have read, understand and agree to comply with the preceding provisions.

Carmen Arroyo
Resident

10/25/16
Date

Resident

Date

Resident

Date

Resident

Date

Owner Representative

m. de jain

Date

10-18-16

Carmen Arroyo

Revised 9/2015, Connecticut

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LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. Dwelling Unit Description. Unit No. 312
480 Main Street #312 (street address)
in Windham (city)
Connecticut, 06226 (zip code).

2. Lease Contract Description.
Lease Contract date: November 1, 2016
Owner's name: ArtSpace Windham Limited
Partnership

Residents (list all residents): Carmen Arroyo

To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

3. Remote control/cards/code for gate access.

☐ Remote control for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a \$ _____ non-refundable fee.

☐ Cards for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ _____ non-refundable fee.

☐ Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. Damaged, lost or unreturned remote controls, cards or code changes.

☐ If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.

☒ If a card is lost, stolen or damaged, a \$ 25.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.

☐ We may change the code(s) at any time and notify you accordingly.

5. Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. Follow written instructions. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. Personal injury and/or personal property damage. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime

can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. Rules in using vehicle gates.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

9. Special Provisions. The following special provisions control over conflicting provisions of this printed form:

There is a \$25.00 fee for replacement parking cards.

Resident or Residents
(All residents must sign here)
Carmen Arroyo 10/25/16

Owner or Owner's Representative
(signs here)
M. DeSantis 10.18.16

Date of Lease Contract

November 1, 2016

Carmen Arroyo

SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM



Date: October 18, 2016
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION. Unit No. 312
480 Main Street #312 (street address)
in Windham (city),
Connecticut, 06226 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: November 1, 2016

Owner's name: ArtSpace Windham Limited
Partnership

Residents (list all residents): Carmen Arroyo

You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other residents or persons without cause. While in common areas the animal

must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)
Carmen Arroyo 10/25/16

Owner or Owner's Representative
(Signs below)
[Signature]
Date of Signing Addendum
10/18/16

Carmen Arroyo



WinnResidential

Window Safety Information Acknowledgement Form

Date 10/18/2016

Print Resident Head of Household Name Carmen arrayo

Apartment Address 480 Main Street #312 #312, Windham, CT 06226

I acknowledge that I have received the Resident Awareness Notice – Kids Can't Fly.

Signature (Head of Household) Carmen arrayo 10/25/16

Signature (Management Representative) WinnSafe

08/05/2016



CFHC000081

LOW INCOME HOUSING TAX CREDIT LEASE ADDENDUM
Good Cause for Eviction

Property Name: ArtSpace - Windham Unit # 312

Household Name: Carmen Arroyo

Dear Resident or Applicant:

The owner(s) of this property rents residential units under the Federal Low-Income Housing Tax Credit Program (the "program"). Under the program, the owner has agreed to rent some or all of the units in the property to low income households and restrict the rents for those units. Another protection provided by federal law is that Low Income Tenants may not be evicted without good cause. The following Lease Rider is an important part of ensuring your rights to good cause for eviction.

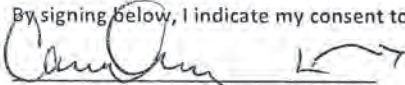
The Lease or Rental Agreement dated 11/01/2016 is hereby amended by adding the following provision:

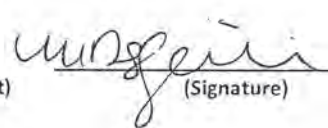
Lease Rider: Good Cause for Eviction

Owner may not terminate the tenancy of the Lease or rental agreement of a Low Income Tenant except for good cause, including serious or repeated violation of the material terms and conditions of the Lease, or a violation of applicable Federal, State or local law. To terminate the tenancy of the Lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three days before the termination of tenancy, and must comply with all requirements of Federal, State and local law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.

To the extent that any terms contained in the Lease or rental agreement, or any other agreement between the owner and the tenant, contradict the terms of this Rider, the provisions of this Rider shall control.

By signing below, I indicate my consent to this Lease Rider. I/We have been given a copy of this Lease Rider.

<u></u> Resident or Applicant Name (print)	<u>Carmen M Arroyo</u> (Signature)	<u>10/25/16</u> Date
_____ Resident or Applicant Name (print)	_____ (Signature)	_____ Date
_____ Resident or Applicant Name (print)	_____ (Signature)	_____ Date
_____ Resident or Applicant Name (print)	_____ (Signature)	_____ Date

<u>Melissa Desjardins</u> Owner or Owner's Representative Name (print)	<u></u> (Signature)	<u>10-18-16</u> Date
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CFHC000082

VIOLENCE, DATING VIOLENCE
OR STALKING

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT Carmen Arroyo	LANDLORD ArtSpace Windham Limited Partnership	UNIT NO. & ADDRESS 480 Main Street #312 # 312, Windham, CT 06226
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

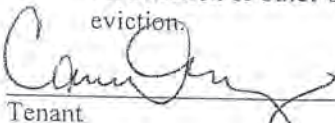
In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

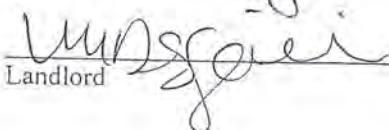
The effective date of this Lease Addendum is 11/01/2016. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.



Tenant



Landlord

10/15/2016

Date

10-18-16

Date

Form HUD-91067
(9/2008)

CFHC000083

LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner 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 Addendum contains the restrictions that you and we agree to follow.

1. Dwelling Unit Description. Unit No. 312,
480 Main Street #312 (street address)
in Windham (city),
Connecticut, 06226 (zip code).

2. Lease Contract Description.
Lease Contract date: November 1, 2016
Owner's name: ArtSpace Windham Limited
Partnership

Residents (list all residents): Carmen Arroyo

3. Number and size. You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your Lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all 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; (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 in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. 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, door jams, window sills, etc. If your satellite dish or antenna is installed 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 door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (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 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 in writing.

7. Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness,

accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. Liability insurance. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$_____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. Security Deposit. An additional security deposit of \$____ will be charged. We (check one) ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) ☐ does or ☐ does not include this additional deposit amount. The total general security deposit collected for all purposes shall not exceed that permitted by state law.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. When you may begin installation. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this Addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this Addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. Miscellaneous. If additional satellite dishes or antennas are desired, an additional Lease Addendum must be executed.

14. Special Provisions. The following special provisions control over conflicting provisions of this printed form:

If the installation of a satellite dish or antenna is not in compliance with this addendum, Landlord may elect to have the installation removed at the resident's expense.

Resident or Residents
(All residents must sign here)
Carmen Arroyo 10/25/16

Owner or Owner's Representative
(Sign here)
W. Deffen 10-18-16
Date of Lease Contract
November 1, 2016

Carmen Arroyo



1. Dwelling Unit Description. Unit. No., 312,
480 Main Street #312 (street address)
in Windham (city),
Connecticut, 06226 (zip code).

2. Lease Contract Description.
Lease Contract date: November 1, 2016
Owner's name: ArtSpace Windham Limited Partnership

Residents (list all residents): Carmen Arroyo

3. Garage, carport, or storage unit. You are entitled to exclusive possession of; (check as applicable)

☐ garage or carport attached to the dwelling;
☐ garage space number(s) _____ ;
☐ carport space number(s) _____ ; and/or
☐ storage unit number(s) _____ .

All terms and conditions of the Lease Contract apply to the above areas unless modified by this Addendum.

4. Security Deposit. An additional security deposit of \$_____ will be charged for the checked areas above. We will consider this security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit and any accrued interest will be subject to the terms and conditions set forth in the Lease Contract and applicable law regardless of whether it is considered part of the general security deposit. The total general security deposit collected for all purposes shall not exceed that permitted by state law.

5. Additional Monthly Rent. Your total monthly rent (as stated in the Lease Contract) will be increased by \$_____. The monthly rent amount in Provision 6 of the Lease Contract (check one) ☐ includes ☐ does not include this additional rent.

6. Use restrictions. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this Addendum. No plants may be grown in such areas.

7. No dangerous items. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

8. No smoke, fire, or carbon monoxide detectors. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. Garage door opener. If an enclosed garage is furnished, you ☐ will ☐ will not be provided with a ☐ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

10. Security. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

11. Insurance and loss/damage to your property. You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored.


12. Compliance. We may periodically open and enter garages and storerooms to ensure compliance with this Addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. No lock changes, alterations, or improvements. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this Addendum will be paid for by you to the extent permitted by applicable law.

14. Move-out and remedies. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this Addendum.

15. Special Provisions. The following special provisions control over conflicting provisions of this printed form:
Resident is issued a community Parking Sticker and required to pay a \$25 deposit which is refundable upon return of the sticker. There is a \$25 charge for replacement parking stickers. Each household is entitled to one free parking space. Additional parking spaces may be available for an additional fee.

Owner or Owner's Representative
(signature) 10-18-14
Date of Lease Contract
November 1, 2016

©2015, National Apartment Association, Inc. - 9/2015, Connecticut  CFHC000085

Report Name

Property Group Name

Property Name

Multiple properties

Time period

Property ID

1/1/2016 -
7/9/2019

N/A

EXHIBIT

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Report Data

Number of CrimSAFE SM Reports	Number of Reports Resulting in an Accept Decision	Percent of Accept Decisions	Number of Reports Subject to Decline	Percent of Reports Subject to Decline	Number of Agent Amended Decisions	Percent of Agent Amended Decisions
116,311	112,915	97.1%	3,317	2.9%	0	0.0%

CrimSAFE Reports Subject to Decline

Property	Report Date	First Name	Last Name	Category	Sub-Category	Agent Amended	CrimSAFE SM Report Invoice #
	8/11/2016			Crimes Against Property	LARCENY/THEFT RELATED OFFENSES	No	M0A1U7K2
	12/5/2017			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	N0B3J3C8
	12/19/2017			Crimes Against Society	ALL OTHER SOCIETY RELATED OFFENSES	No	N0B3P6M4
	12/26/2017			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	N0B3R7S0
	12/26/2017			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	N0B3R7S0
	12/29/2017			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	N0B3T1F8
	12/29/2017			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	N0B3T1F8
	3/10/2018			Crimes Against Society	WEAPONS LAW RELATED OFFENSES	No	N0B5B8G8
	3/19/2019			Crimes Against Persons	ASSAULT RELATED OFFENSES	No	N0C2Y6I6
	9/22/2017			Crimes Against Society	WEAPONS LAW RELATED OFFENSES	No	M0A8G3B8
	4/15/2016			Crimes Against Society	DISORDERLY CONDUCT RELATED OFFENSES	No	M4400411
	11/4/2016			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	M0A3B5U2
	11/4/2016			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	M0A3B5U2
	11/4/2016			Crimes Against Society	DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG	No	M0A3B5U2
	11/4/2016			Crimes Against Society	WEAPONS LAW RELATED OFFENSES	No	M0A3B5U2
	9/20/2017			Crimes Against Persons	ASSAULT RELATED OFFENSES	No	M0A8F4S6

CoreLogic Rental Property Solutions Insight Center

The information contained in this report is believed to be true; however the accuracy of such information is not guaranteed. CoreLogic Rental Property Solutions makes no representations or warranties regarding the information contained in this report and disclaims any liabilities relating to the use of such information. Confidential and proprietary and for client use only.

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CONFIDENTIAL

ARROYO000875

EXHIBIT

42

DEDICATED TO FAIR CREDIT
REPORTING ACT COMPLIANCE
DEDICATED TO FAIR HOUSING
ACT COMPLIANCE

This community has conferred its commitment to comply with the Fair Credit Reporting Act and the Fair Housing Act. This community uses CoreLogic® SafeRent® Applicant Screening Services which includes an empirically derived and statistically validated rent default risk score, as well as criminal background check services.

Every lease application is evaluated the same way —
every applicant, every time.



ARROYO001690

From: Dachtler, Stacie <sdachtler@corelogic.com>
Sent: Sunday, February 3, 2019 5:07 PM
To: Bora, Lynn; Allie Daniel; Salmieri, Nicole; Tarrant, John; Jones-Robinson, Jaliyah
Cc: Mishamandani, Sandy; Granados, Edwardo
Subject: CoreLogic Meeting Recap and Follow-up
Attachments: Meeting Recap Winn Jan 2019.docx; Business Impact Scenario Report Data Template.xlsx; Winn Residential Executive Summary Jan 2019.docx; CrimSAFE Detail Jan 2019.pdf; CrimSAFE Configurations Jan 2019.PDF; Screening Overview Comp Jan 2019.xlsx; Winn Subscription List Jan 2019.xlsx

Hi Team Winn,

Thank you again for taking the time to meet with Sandy and I this past week!

I wanted to send over a recap and follow-up from our meeting, so sorry for the delay:

Attachments are:

1. Meeting Recap (attached and below)
2. Executive Summary
3. CrimSAFE Reports
 - a. CrimSAFE Detail
 - b. CrimSAFE Settings
4. Screening Overview – [REDACTED]
5. List of Subscription Reports in the system
6. Benchmark Report (second email)
7. Age Comparison Report (second email)
8. Average Score by Time Report (second email)
9. Business Impact Scenario Template

Thanks so much and have a great weekend!
Stacie

WinnResidential

Jan 30, 2019

Business Review Recap

Attendees:

- WinnResidential:
 - Lynn Bora
 - John Tarrant
 - Allie Daniel
 - Jaliyah Jones Robinson
 - Nicole Salmieri



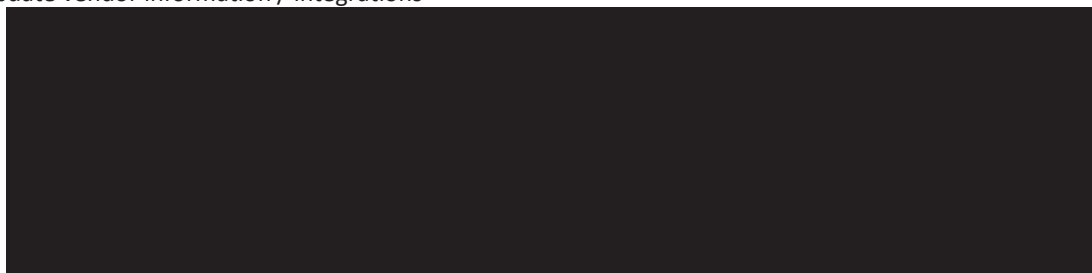
- CoreLogic
 - Sandy Mishamandani
 - Stacie Dachtler

I. Meeting Objectives

- Continue to identify WinnResidential's strategic initiatives and how CoreLogic can assist, as a business partner



II. Update on WinnResidential's 2019 Initiatives

- Technology Initiatives
- Growth / Consolidation plans
- Update vendor information / integrations



- Winn Scholarship Fund
 - **ACTION ITEM** – Stacie will get the process started, was stalled due to waiting on levels or how other clients are handling
- **ACTION ITEM** – Stacie to provide employment screening company options
- **Risk Meter and Security Gauge** – these reports are available through other CoreLogic divisions and provide information like the risk of flood, fire, hurricane, sewer and drain back-up and criminal activity
 - **ACTION ITEM** – John to send Stacie an address of a property coming on board and I can order a sample for you
- Client Council April 3rd and 4th –
 - **ACTION ITEM** - Stacie to forward Save the Date to Lynn

III. Update on CoreLogic's 201 Initiatives

- Product Enhancements
 - 
 - CrimSAFE Configurations – Enhancement tentatively scheduled for late March to add a filter for charges to filter out charges that were found innocent, failed to prosecute, etc. There will also be misdemeanor conviction and charge columns added to allow for even more detailed configurations.
 - **ACTION ITEM** – Stacie to schedule call with Lynn and Allie to discuss settings in detail as we get closer to the enhancement launch
- Updates on New Products
 - 

- Follow-up on Custom Automated Adverse Action Letter Delivery - Automated deliver of the adverse action letter via email with mail back-up if no email address is provided or email bounces back. Provide efficiency for the property staff, ensure 100% compliance and provides an audit tool to provide proof the needed letters have been sent. Custom is available but does require the property staff to initiate the delivery

- **ACTION ITEM** – Stacie to schedule a demo with Lynn and Allie

- Additions to the Team
 - Sandy Mishamandani, Account Executive
 - Ed Granados, Account Manager

IV. Business Review Topics for WinnResidential

- Screening:
 - Executive Summary
 - CrimSAFE Reports 2018
 - **ACTION ITEM** – Stacie to Change MSSO to Max out and Pornography Related All conviction to 10 years.
 - **ACTION ITEM** – Stacie requested a list of recertification properties so those properties so settings can be changed but not impact their other settings
 - Executive Screening Overview Report 2018
 - Screening Overview broken out by model
 - **ACTION ITEM** – Stacie to add color coding description to spreadsheet
 - **ACTION ITEM** – Stacie to review Cirrus data but they have not run transactions through the Cirrus account in the last 90 days. Could they be using a different account?
 - Marketing Source Report 2018
 - **ACTION ITEM** – Stacie to send Nicole list of subscription reports in the system
 - **ACTION ITEM** – Nicole to let me know if we need to add any subscriptions
 - Custom Reports:
 - Applicant Age Comparison
 - Score by Time Report
 - Benchmark Report
 - Business Impact Analysis
 - **ACTION ITEM** – Nicole is having the data pulled to send over to Sandy and I to order the report

V. Next Steps:

- Regional Review Meetings twice a year
 - **ACTION ITEM** – Team Winn to assist with suggestion to schedule web meeting reviews with me twice per year
- Training needs
- Next Business Review date
- Additional contacts we should reach out to

Your Dedicated Support Team:

- Main Contacts: Stacie Dachtler and Ed Granados
- Secondary Contacts: Sandy Mishamandani, Susan McCann, TJ Golson and Jeremy Thomason
- Client Services: 800-811-3495
- Integration Support: ResidentIntegrationSupport.Core2@corelogic.com

Thank you for your continued support and business!

Stacie Dachtler

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CoreLogic

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WinnResidential

Jan 30, 2019

Business Review Recap

Attendees:

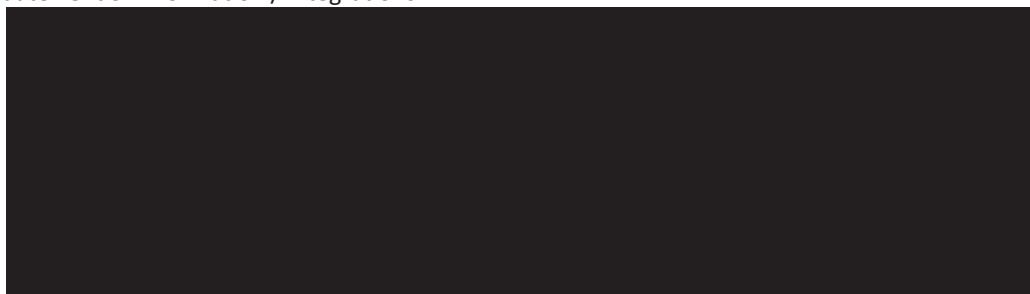
- WinnResidential:
 - Lynn Bora
 - John Tarrant
 - Allie Daniel
 - Jaliyah Jones Robinson
 - Nicole Salmieri
- CoreLogic
 - Sandy Mishamandani
 - Stacie Dachtler

I. Meeting Objectives

- Continue to identify WinnResidential's strategic initiatives and how CoreLogic can assist, as a business partner

II. Update on WinnResidential's 2019 Initiatives

- Technology Initiatives
- Growth / Consolidation plans
- Update vendor information / integrations



- Winn Scholarship Fund
 - **ACTION ITEM** – Stacie will get the process started, was stalled due to waiting on levels or how other clients are handling
- **ACTION ITEM** – Stacie to provide employment screening company options
- **Risk Meter and Security Gauge** – these reports are available through other CoreLogic divisions and provide information like the risk of flood, fire, hurricane, sewer and drain back-up and criminal activity
 - **ACTION ITEM** – John to send Stacie an address of a property coming on board and I can order a sample for you
- Client Council April 3rd and 4th –

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- **ACTION ITEM** - Stacie to forward Save the Date to Lynn

III. Update on CoreLogic's 201 Initiatives

○ Product Enhancements



- CrimSAFE Configurations – Enhancement tentatively scheduled for late March to add a filter for charges to filter out charges that were found innocent, failed to prosecute, etc. There will also be misdemeanor conviction and charge columns added to allow for even more detailed configurations.
 - **ACTION ITEM** – Stacie to schedule call with Lynn and Allie to discuss settings in detail as we get closer to the enhancement launch

○ Updates on New Products



- Follow-up on Custom Automated Adverse Action Letter Delivery - Automated deliver of the adverse action letter via email with mail back-up if no email address is provided or email bounces back. Provide efficiency for the property staff, ensure 100% compliance and provides an audit tool to provide proof the needed letters have been sent. Custom is available but does require the property staff to initiate the delivery
 - **ACTION ITEM** – Stacie to schedule a demo with Lynn and Allie



○ Additions to the Team

- Sandy Mishamandani, Account Executive
- Ed Granados, Account Manager

IV. Business Review Topics for WinnResidential

○ Screening:

- Executive Summary
- CrimSAFE Reports 2018
 - **ACTION ITEM** – Stacie to Change MSSO to Max out and Pornography Related All conviction to 10 years.
 - **ACTION ITEM** – Stacie requested a list of recertification properties so those properties so settings can be changed but not impact their other settings
- Executive Screening Overview Report 2018
 - Screening Overview broken out by model

- **ACTION ITEM** – Stacie to add color coding description to spreadsheet
- **ACTION ITEM** – Stacie to review Cirrus data but they have not run transactions through the Cirrus account in the last 90 days. Could they be using a different account?
- Marketing Source Report 2018
- **ACTION ITEM** – Stacie to send Nicole list of subscription reports in the system
 - **ACTION ITEM** – Nicole to let me know if we need to add any subscriptions
- Custom Reports:
 - Applicant Age Comparison
 - Score by Time Report
 - Benchmark Report
 - Business Impact Analysis
 - **ACTION ITEM** – Nicole is having the data pulled to send over to Sandy and I to order the report

V. Next Steps:

- Regional Review Meetings twice a year
 - **ACTION ITEM** – Team Winn to assist with suggestion to schedule web meeting reviews with me twice per year
- Training needs
- Next Business Review date
- Additional contacts we should reach out to

Your Dedicated Support Team:

- Main Contacts: Stacie Dachtler and Ed Granados
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- Integration Support: ResidentIntegrationSupport.Core2@corelogic.com

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WinnResidential Executive Summary

January 30, 2019

I. Data Reports 2018

- Specialized Services Currently Utilized:

- [REDACTED]
- [REDACTED]

I. Data Reports YTD 2018 (June)

- Specialized Services Currently Utilized:

- [REDACTED]
- [REDACTED]

II. Statistical Reports


- CrimSAFE Decisions 2018

- 27,688 offenses were found for WinnResidential applicants (33,370 2017).
- 2.2% (762) applicants (2.8% for 1089 applicants same time last year with 38,814 reports ordered) of all criminal reports submitted (34,393), resulted in a declinable criminal offense based on WinnResidential's CrimSAFE configurations.
- CrimSAFE Configurations for Review:
 - If having issues with criminal element at the properties, possibly increase:
 - Assault Related Offenses, Felony Convictions and Other Convictions, currently at 10 and 5 years
 - Homicide Related Offenses, Felony Convictions and Other Convictions, currently at 50 and 25 years

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- Kidnapping/Abduction Related Offenses, Felony Convictions and Other Convictions, currently at 20 and 10 years
- Sex Related Offenses, Forcible, Felony Convictions and Other Convictions, currently at 50 and 25 years
- Arson Related Offenses, Felony Convictions and Other Convictions, currently at 20 and 10 years
- Burglary/Breaking Entering, Felony Convictions and Other Convictions, currently at 10 and 5 years
- Larceny/Theft Related Offences, Felony Convictions and Other Convictions, currently at 7 and 5 years
- Robbery Related Offenses, Felony Convictions and Other Convictions, currently at 10 and 5 years
- Drug/Narcotic Related Offenses, Felony Convictions and Other Convictions, currently at 5 and 2 years
- Drug/Narcotic Related Offenses / Sale Mfg, Felony Convictions and Other Convictions, currently at 10 and 10 years
- Peeping Tom Related Offenses, Felony Convictions and Other Convictions, currently at 10 and 10 years
- Pornography Related Offenses, Felony Convictions and Other Convictions, currently at 10 and 2 years
- Prostitution Related Offenses, Felony Convictions and Other Convictions, currently at 10 and 2 years
- Sex Offender Registrant, Felony Convictions and Other Convictions, currently at 30 and 20 years
- Weapons Law Related Offenses, Felony Convictions and Other Convictions, currently at 10 and 5 years
- **Average Score**
 - 
 - **Properties with low decline rates on SafeRent Score are highlighted in orange and could have Decision Point Increase**
 - **Properties with higher decline rates on SafeRent Score are highlighted in yellow and could have Decision Point decreases**
- **Acceptance Percentages Portfolio Wide**
 - Accept percentage portfolio wide is 56.20%.
 - Accept with Conditions percentage portfolio wide is 17.70%.
 - Decline percentage portfolio wide is 26.10%
 - **Acceptance Percentages Affordable**
 - Accept percentage portfolio wide is 57.178%.
 - Accept with Conditions percentage portfolio wide is 20.32%.
 - Decline percentage portfolio wide is 22.51%.
 - **Acceptance Percentages Market**
 - Accept percentage portfolio wide is 59.18%.
 - Accept with Conditions percentage portfolio wide is 12.92%.
 - Decline percentage portfolio wide is 27.90%.

- **Marketing Source Review**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- **Average Age Report**

- [REDACTED]

- **Average Score by Time Report**

- [REDACTED]
- [REDACTED]
- [REDACTED]

Report Name
Property Group Name
Property Name

CrimsAFESSM Detail Report
Multiple properties
N/A

Time period
Property ID

Year of 2018
N/A

Generated by
Generated on

Alexandra Daniel
1/26/2019, 4:35pm

Crime Category	Felony Convictions Only				Any Felony Charge				All Convictions				Any Criminal Charge				
	Total	#	%	Accept	Reports Subject to Decline	#	%	Accept	Reports Subject to Decline	#	%	Accept	Reports Subject to Decline	#	%	Accept	
Crimes Against Persons	2988	137	55%	129	45%	111	45%	129	62%	79	38%	649	70%	277	30%	1606	
All other person related offenses	202	3	100%	3	100%	3	100%	0	0%	0	0%	19	76%	6	24%	171	
Assault related offenses	2451	125	10	64%	71	36%	68	37%	581	5	73%	218	27%	0	0%	1272	
Family related offenses, nonviolent	165	4	80%	2	100%	0	0%	0	0%	0	0%	41	100%	0	0%	117	
Homicide related offenses	37	1	50	6%	17	94%	4	57%	3	25	38%	5	63%	4	100%	0	
Kidnaping/abduction related offenses	39	1	20	17%	5	83%	3	100%	3	10	33%	6	67%	21	100%	0	
Sex related offenses, forcible	51	0	0	0	17	100%	2	22%	7	78%	0	19	95%	5	100%	0	
Sex related offenses, nonforcible	43	3	100%	0	0	0	0%	0	N/A	0	N/A	1	4%	23	96%	16	
Crimes Against Property	4885	817	79%	222	21%	409	78%	113	22%	1479	84%	280	16%	1555	100%	0	
All other property related offenses	19	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	0%	0	0%	0	
Arson related offenses	12	4	10	44%	5	56%	2	100%	0	0%	0	0	N/A	0	N/A	0	
Bad checks related offenses	200	21	100%	0	0	6	100%	0	0%	0	0%	79	98%	2	2%	92	
Burglary/breaking and entering related offenses	453	105	10	68%	50	32%	39	58%	89	5	85%	14	14%	127	100%	0	
Counterfeiting/forgery related offenses	372	154	95%	8	5%	63	100%	0	0%	0	0%	108	99%	1	1%	38	
Destruction/damage/vandalism of property offenses	438	31	82%	7	18%	24	100%	0	0%	0	0%	159	94%	11	6%	206	
Embezzlement/bribery related offenses	25	12	100%	0	0	3	100%	0	0%	0	0%	7	100%	0	0%	3	
Extortion/blackmail related offenses	7	1	100%	0	0	1	100%	0	0%	0	0%	2	100%	0	0%	3	
Fraud related offenses	577	111	95%	6	5%	79	100%	0	0%	0	0%	177	97%	6	3%	198	
Larceny/theft related offenses	2240	244	73%	92	27%	143	74%	49	26%	710	76%	229	24%	773	100%	0	
Motor vehicle theft related offenses	124	39	78%	11	22%	10	100%	0	0%	33	100%	0	0%	31	100%	0	
Robbery related offenses	181	61	10	64%	34	36%	24	69%	11	31%	17	85%	3	15%	31	100%	0
Stolen property related offenses	237	33	79%	9	21%	26	65%	14	35%	87	86%	14	14%	54	100%	0	
Crimes Against Society	19815	1189	85%	204	15%	571	95%	31	5%	8414	97%	249	3%	9155	100%	2	
All other society related offenses	2422	153	97%	5	3%	55	100%	0	0%	0	0%	708	93%	56	7%	1445	
Curfew/loitering/vagrancy related offenses	0	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	
Disorderly conduct related offenses	512	14	100%	0	0	3	100%	0	0%	0	0%	267	100%	0	0%	228	
Driving under the influence related offenses	993	12	100%	0	0	16	100%	0	0%	0	0%	498	100%	0	0%	467	
Drug/narcotic related offenses	1975	377	5	88%	51	12%	99	100%	0	0%	0	593	93%	43	7%	812	
Drug/narcotic related offenses, involve sale or mfg	823	217	10	69%	98	31%	116	79%	30	21%	104	10	81	44%	177	100%	0
Drunkenness related offenses	252	0	N/A	0	N/A	1	100%	0	0%	0	0%	128	100%	0	0%	123	
Liquor law related offenses	203	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	115	100%	0	0%	88	
Peeping tom related offenses	0	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	
Pornography/obscene material related offenses	0	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	N/A	0	
Prostitution related offenses	83	2	10	67%	1	33%	3	100%	0	0%	0	57	2	1	2%	19	
Purposely obstructs, impairs or perverts the law	1574	311	100%	0	0	111	100%	0	0%	0	0%	700	100%	0	0%	452	
Sex offender registrant	39	0	30	0%	5	100%	1	100%	0	1	100%	28	90%	0	0%	2	
Traffic violations while operating a motor vehicle	10113	49	100%	0	0	116	100%	0	0%	0	0%	4912	100%	0	0%	5036	
Trespass of real property related offenses	439	8	100%	0	0	9	100%	0	0%	0	0%	264	100%	0	0%	158	
Weapons law related offenses	387	45	10	51%	44	49%	42	100%	0	0	0	65	5	40	36%	150	
ALL CATEGORIES - TOTAL	27688	2143	80%	537	20%	1109	83%	223	17%	10542	93%	805	7%	12326	100%	2	

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Re

M1223-Winn Residential

Manage CrimSAFE

CrimSAFE automates the evaluation of criminal records based upon your criteria and delivers the resulting 'accept' or 'record(s) found' outcomes relative to your configurations. For the selected property, you may set the maximum number of years for which various felony and misdemeanor records will be considered in the automated process.

SELECT PROPERTY

M1223-Winn Residential

Apply as a Template

DECISION MESSAGES

When no disqualifying records found:

Header:

ACCEPT

Message:

Based upon your community CrimSAFE settings and the results of this search, no disqualifying records were found.

When disqualifying records found:

Header:

RECORD(S) FOUND

Message:

Based upon your community CrimSAFE settings and the results of this search, disqualifying records were found.

BACKUP REPORTS

☒ View CrimSAFE backup data

MANAGE CRIMINAL ACCEPTANCE DECISIONS

For each criminal category, enter the minimum number of years that your community wants to decline an application for the specified type of crime. Please note that applicants whose criminal record are older than the number of years for the specified crime will result in an accept for your community. For additional information, you can click on any of the available links below.

- [View Configuration Instructions](#)
- [View Category Descriptions](#)
- [View Terms and Conditions](#)

Important: Changes made in this screen will not take effect until the next day.

Last updated 7/1/2016 10:32:52 AM by nstone2

Criminal Acceptance Decisions

Categories	Felony Convictions Only (0-99 years)	Other Felony Charges (0-7 years)	Other Convictions (0-99 years)	Other Criminal Charges (0-7 year
<input type="checkbox"/> ALL CATEGORIES				
<input type="checkbox"/> CRIMES AGAINST PERSONS				
ASSAULT RELATED OFFENSES	<input type="text" value="10"/>	<input type="text" value="2"/>	<input type="text" value="5"/>	<input type="text" value="0"/>
FAMILY RELATED OFFENSES, NONVIOLENT	<input type="text" value="10"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
HOMICIDE RELATED OFFENSES	<input type="text" value="50"/>	<input type="text" value="2"/>	<input type="text" value="25"/>	<input type="text" value="0"/>
KIDNAPING/ABDUCTION RELATED OFFENSES	<input type="text" value="20"/>	<input type="text" value="2"/>	<input type="text" value="10"/>	<input type="text" value="0"/>
SEX RELATED OFFENSES, FORCIBLE	<input type="text" value="50"/>	<input type="text" value="2"/>	<input type="text" value="25"/>	<input type="text" value="0"/>
SEX RELATED OFFENSES, NONFORCIBLE	<input type="text" value="20"/>	<input type="text" value="0"/>	<input type="text" value="20"/>	<input type="text" value="0"/>
ALL OTHER PERSON RELATED OFFENSES	<input type="text" value="10"/>	<input type="text" value="0"/>	<input type="text" value="5"/>	<input type="text" value="0"/>
<input type="checkbox"/> CRIMES AGAINST PROPERTY				
ARSON RELATED OFFENSES	<input type="text" value="20"/>	<input type="text" value="2"/>	<input type="text" value="10"/>	<input type="text" value="0"/>
BAD CHECKS RELATED OFFENSES	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="0"/>
BURGLARY/BREAKING AND ENTERING RELATED OFFENSES	<input type="text" value="10"/>	<input type="text" value="2"/>	<input type="text" value="5"/>	<input type="text" value="0"/>
MOTOR VEHICLE THEFT RELATED OFFENSES	<input type="text" value="7"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="0"/>
COUNTERFEITING/FORGERY RELATED OFFENSES	<input type="text" value="3"/>	<input type="text" value="0"/>	<input type="text" value="3"/>	<input type="text" value="0"/>
EMBEZZLEMENT/BRIBERY RELATED OFFENSES	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
EXTORTION/BLACKMAIL RELATED OFFENSES	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
FRAUD RELATED OFFENSES	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="0"/>
ROBBERY RELATED OFFENSES	<input type="text" value="10"/>	<input type="text" value="2"/>	<input type="text" value="5"/>	<input type="text" value="0"/>
STOLEN PROPERTY RELATED OFFENSES	<input type="text" value="7"/>	<input type="text" value="2"/>	<input type="text" value="5"/>	<input type="text" value="0"/>
LARCENY/THEFT RELATED OFFENSES	<input type="text" value="7"/>	<input type="text" value="2"/>	<input type="text" value="5"/>	<input type="text" value="0"/>
DESTRUCTION / DAMAGE / VANDALISM OF PROPERTY OFFENSES	<input type="text" value="5"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="0"/>
ALL OTHER PROPERTY RELATED OFFENSES	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	<input type="text" value="0"/>
<input type="checkbox"/> CRIMES AGAINST SOCIETY				
PURPOSELY OBSTRUCTS, IMPAIRS OR PERVERTS THE LAW	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

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DISORDERLY CONDUCT RELATED
OFFENSES

DRUG/NARCOTIC RELATED OFFENSES

5	0	2	0
---	---	---	---

DRUNKENNESS RELATED OFFENSES

0	0	0	0
---	---	---	---

DRIVING UNDER THE INFLUENCE
RELATED OFFENSES

1	0	0	0
---	---	---	---

LIQUOR LAW RELATED OFFENSES

0	0	0	0
---	---	---	---

PORNOGRAPHY/OBSCENE MATERIAL
RELATED OFFENSES

10	2	2	0
----	---	---	---

PROSTITUTION RELATED OFFENSES

10	0	2	0
----	---	---	---

SEX OFFENDER REGISTRANT

30	7	20	7
----	---	----	---

TRAFFIC VIOLATIONS WHILE OPERATING
A MOTOR VEHICLE

0	0	0	0
---	---	---	---

TRESPASS OF REAL PROPERTY RELATED
OFFENSES

0	0	0	0
---	---	---	---

WEAPONS LAW RELATED OFFENSES

10	0	5	0
----	---	---	---

DRUG/NARCOTIC RELATED OFFENSES,
INVOLVE SALE OR MFG

10	2	10	0
----	---	----	---

PEEPING TOM RELATED OFFENSES

10	0	10	0
----	---	----	---

ALL OTHERS SOCIETY RELATED
OFFENSES

2	0	2	0
---	---	---	---

Save

Restore Last Saved

C

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https://www.residentscreening.net/crimsafe/default.aspx?SESSIONKEY=NDIxNjY0MjM... 1/26/2019

JA-533

EXHIBIT
F

From: CoreLogic [mailto:srmarketing@corelogic.com]
Sent: Friday, April 15, 2016 2:03 PM
To: Brown, Shannon
Subject: CoreLogic Response to New HUD Guidance



Client Notification

CoreLogic Response to New HUD Guidance

On Monday, April 4, 2016, the Office of General Counsel for HUD issued a new guidance document entitled "[Application of Fair Housing Act Standards to Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions](#)." The guidance sets forth how HUD will analyze claims that the use of criminal records in housing was discriminatory. This guidance essentially applies the disparate impact assessment to the use of criminal records in housing screening.

The Registry CrimSAFE® tool can help with categorization of criminal records, but it is the responsibility of each customer to set their own criteria for making tenancy decisions. CoreLogic recommends that our customers work with their legal counsel to review their eligibility requirements and related policies around the use of criminal background data to ensure compliance with all federal and state laws. If after review, you determine that changes need to be made to your CoreLogic product settings and you need assistance in doing so, please feel free to contact us.

CoreLogic is currently reviewing our products to determine what changes, if any, to make in order to best support our clients in light of this new guidance from HUD. Once this review is complete, any changes will be communicated to clients with enough notice to allow for clients to adjust their processes.

CoreLogic appreciates your business and is dedicated to the goal of providing robust tools to our clients that satisfy applicable rules and guidance from government agencies.

Below are some quick highlights from the guidance. The following does not constitute legal advice and should not be relied on as such. If you have questions, please consult your legal counsel.

Highlights from the Guidance

1. According to HUD, a blanket policy to deny any applicants with a criminal record may have a disparate impact on African Americans and Hispanics.

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The HUD guidance acknowledges that a plaintiff in a housing discrimination case has the burden of showing that a screening practice has a disparate impact, but notes that the data shows that the use of criminal records in screening disproportionately impacts African Americans and Hispanics. For this reason, it is anticipated that a plaintiff would be able to show that the use of criminal records disproportionately impacts certain protected classes, although the HUD guidance acknowledges that the impact may depend on particular characteristics of the market served by the housing provider.

2. HUD's guidance is that a screening policy should consider the nature, severity, and recency of convictions.

The HUD guidance recognizes that a housing provider has substantial, legitimate, and nondiscriminatory interests in protecting residents and property, but reminds housing providers that they need to ensure that the records they are using to make this determination are relevant to those interests. On convictions, the guidance states that "[a] housing provider that imposes a blanket prohibition on any person with any conviction record – no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then – will be unable to meet this burden [of showing a relationship to the substantial interest]." A screening policy must consider the nature, severity, and recency of the conviction.

3. HUD advises that housing providers should not reject applicants based on arrest records.

The HUD guidance flatly rejects the use of arrest records because of its view that arrest records are not proof of any particular behavior: "A housing provider with a policy or practice of excluding individuals because of one or more prior arrests (without any conviction) cannot satisfy its burden of showing that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest."

The HUD guidance also suggests that additional steps may further reduce concerns about the discriminatory impact of a blanket screening policy, such as conducting an individualized assessment when relevant criminal history is identified or delaying the consideration of a criminal history until the housing provider has determined that the applicant otherwise qualifies (i.e., after a credit check and verification of other qualifications). The guidance does clarify that it does not apply to exclusions based on certain drug crimes (as spelled out in the Fair Housing Act), but clarifies that such exclusions only apply to convictions for manufacturing and distribution, and not to arrests or to convictions for possession.

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Thank you.

CLLD

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JA-535

EXHIBIT
G

Archived: Tuesday, December 11, 2018 12:31:39 PM
From: Bora, Lynn
Sent: Sat, 16 Apr 2016 12:55:53
To: Dachtler, Stacie
Cc: Cameron, Nicole; Pavetto, Katrina; Lindenfelzer, Robert
Subject: Re: CoreLogic Response to New HUD Guidance
Sensitivity: Normal

Thanks Stacie. We did receive it and I have a call with out internal legal department to discuss the approach that we will take.

Do you have some time to discuss on Tuesday?

On Apr 15, 2016, at 5:47 PM, Dachtler, Stacie
<sdachtler@corelogic.com<mailto:sdachtler@corelogic.com>> wrote:

Good Evening!

I wanted to make sure you received the below email.

Thanks and let us know if you'd like to schedule a call to discuss!
Stacie

Please note my email has changed to
sdachtler@corelogic.com<mailto:sdachtler@corelogic.com>

Stacie Dachtler
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sdachtler@corelogic.com<mailto:sdachtler@corelogic.com>

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From: CoreLogic [<mailto:srmarketing@corelogic.com>]

Sent: Friday, April 15, 2016 2:03 PM

To: Brown, Shannon

Subject: CoreLogic Response to New HUD Guidance

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CoreLogic Response to New HUD Guidance

On Monday, April 4, 2016, the Office of General Counsel for HUD issued a new guidance document entitled "Application of Fair Housing Act Standards to Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions"<https://urldefense.proofpoint.com/v2/url?u=http-3A_portal.hud.gov_hudportal_documents_huddoc-3Fid-3DHUD-5FOGCGuidAppFHASTandCR.pdf-26elqTrackId-3D1990824158d443eb92c173d6e0cdca0b-26elq-3Dbe151acf764a4483bdf37807d9d759de-26elqaid-3D9459-26elqat-3D1-26elqCampaignId-3D3572&d=DwIF-g&c=Fcy_tm8maX9AUK604DXgKAjxg7xdv9dWt7ej19GNGLQ&r=xllDhshYQ-LZe8A1n3SG7z1Cacch9G7-Ypgsfppgpnk&m=mdrlm0qTIKS06wu94ra1c5n0B53ppGSTToTiUlgz8QA&s=CKK4frGYXNGGfw7al7lo1Y_DmQEXuRFPBg191CWRFFyo&e=>>." The guidance sets forth how HUD will analyze claims that the use of criminal records in housing was discriminatory. This guidance essentially applies the disparate impact assessment to the use of criminal records in housing screening.

The Registry CrimSAFE® tool can help with categorization of criminal records, but it is the responsibility of each customer to set their own criteria for making tenancy decisions. CoreLogic recommends that our customers work with their legal counsel to review their eligibility requirements and related policies around the use of criminal background data to ensure compliance with all federal and state laws. If after review, you determine that changes need to be made to your CoreLogic product settings and you need assistance in doing so, please feel

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free to contact us.

CoreLogic is currently reviewing our products to determine what changes, if any, to make in order to best support our clients in light of this new guidance from HUD. Once this review is complete, any changes will be communicated to clients with enough notice to allow for clients to adjust their processes.

CoreLogic appreciates your business and is dedicated to the goal of providing robust tools to our clients that satisfy applicable rules and guidance from government agencies.

Below are some quick highlights from the guidance. The following does not constitute legal advice and should not be relied on as such. If you have questions, please consult your legal counsel.

Highlights from the Guidance

1. According to HUD, a blanket policy to deny any applicants with a criminal record may have a disparate impact on African Americans and Hispanics.

The HUD guidance acknowledges that a plaintiff in a housing discrimination case has the burden of showing that a screening practice has a disparate impact, but notes that the data shows that the use of criminal records in screening disproportionately impacts African Americans and Hispanics. For this reason, it is anticipated that a plaintiff would be able to show that the use of criminal records disproportionately impacts certain protected classes, although the HUD guidance acknowledges that the impact may depend on particular characteristics of the market served by the housing provider.

2. HUD's guidance is that a screening policy should consider the nature, severity, and recency of convictions.

The HUD guidance recognizes that a housing provider has substantial, legitimate, and nondiscriminatory interests in protecting residents and property, but reminds housing providers that they need to ensure that the records they are using to make this determination are relevant to those interests. On convictions, the guidance states that "[a] housing provider that imposes a blanket prohibition on any person with any conviction record – no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then – will be unable to meet this burden [of showing a relationship to the substantial interest]." A screening policy must consider the nature, severity, and recency of the conviction.

3. HUD advises that housing providers should not reject applicants based on arrest records.

The HUD guidance flatly rejects the use of arrest records because of its view that arrest records are not proof of any particular behavior: "A housing provider with a policy or practice of excluding individuals because of one or more prior arrests (without any conviction) cannot satisfy its burden of showing that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest."

The HUD guidance also suggests that additional steps may further reduce concerns about the discriminatory impact of a blanket screening policy, such as conducting an individualized assessment when relevant criminal history is identified or delaying the consideration of a criminal history until the housing provider has determined that the applicant otherwise qualifies (i.e., after a credit check and verification of other qualifications). The guidance does clarify that it does not apply to exclusions based on certain drug crimes (as spelled out in the Fair Housing Act), but clarifies that such exclusions only apply to convictions for manufacturing and

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distribution, and not to arrests or to convictions for possession.

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JA-540

Thank you.

CLLD

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JA-541

EXHIBIT
H

Archived: Tuesday, December 11, 2018 12:46:13 PM

From: Bora, Lynn

Sent: Thu, 19 May 2016 12:00:59

To: Dachtler, Stacie

Subject: RE: WinnResidential MHS Moving to WinnResidential Standards for Criminal Background

Sensitivity: Normal

Attachments:

[Criminal Screening Comparison.xlsx](#);

Stacie – attached is a review sheet that I created. The column in Green is what we would like to change immediately. I am working with executive leadership to get approve for the other columns that relate to Convictions. I should have that finalized by early next week.

Thanks and let me know if you have any questions.

From: Dachtler, Stacie [<mailto:sdachtler@corelogic.com>]

Sent: Thursday, May 19, 2016 10:55 AM

To: Cameron, Nicole <ncameron@winnco.com>; Bora, Lynn <lbora@WINNCO.com>

Subject: Fwd: WinnResidential MHS Moving to WinnResidential Standards for Criminal Background

Hi Lynn and Nicole,

I wanted to touch base to see if you have decided on the changes you'd like to make for your CrimSafe configurations. If so, please send over and I can make the changes for you.

Thanks and have a great day!

Stacie

Sent from my iPhone

Stacie Dachtler

Strategic Account Manager

CoreLogic

Office: 866-666-8606

Cell: 440-476-7840

Client Services: 800-811-3495

Begin forwarded message:

From: "Miller, Kristin" <kmiller@WINNCO.com>

Date: May 19, 2016 at 10:21:21 AM EDT

To: "Dachtler, Stacie" <sdachtler@corelogic.com>

Cc: "Rich, Kirstin" <krich@WINNCO.com>

Subject: WinnResidential MHS Moving to WinnResidential Standards for Criminal Background

Hello Stacie,

I hope this email finds you well! We met with the WinnResidential Military Housing Services team and have decided to match the new WinnResidential CrimeSafe standards through CoreLogic. As you know, Winn is relaxing their standards as a result of the new HUD guidelines. What do you need from us to make that change for our portfolio?

Thank you for your assistance!

Kristin

Kristin Miller | WinnCompanies

Portfolio Marketing and Leasing Manager, WinnResidential Military Housing Services

M (843) 694-4255

1801 West End Ave. Suite 1700, Nashville, TN 37203

kmiller@winnco.com

www.winncompanies.com

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JA-542

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Thank you.

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JA-543

WINN Residential Criminal Acceptance Review and Comparison

ALL CATEGORIES															
Felony Convictions Only				Other Felony Charges				Other Convictions				Other Criminal Charges			
WINN current	Strategic Clients	Post HUD Peers	WINN Review	WINN Current	Strategic Clients	Post HUD Peers	WINN 1st Change	WINN Current	Strategic Clients	Post HUD Peers	WINN Review	WINN Current	Strategic Clients	Post HUD Peers	WINN 1st Change
CRIMES AGAINST PERSONS															
Assault Related Offenses	99*	99	7 to 10	10*	7	2 to 7	0 to 2	2	99	5 to 10	0 to 5	5	5	0 to 2	0
Family Related Offenses - Non Violent	99	99	0 to 7	10	7	2 to 7	0 to 1	0	99		0 to 2	0	7	0 to 2	0
Homicide Related Offenses	99	99	25 to 99	50	7		0 to 2	2	99		0 to 99	25	7		0
Kidnaping/Abduction Related Offenses	99	99	20 to 99	20	7	0 to 2	0 to 2	2	99		0 to 99	10	7		0
Sex Related Offenses, Forcible	99	99	25 to 99	50	7	0 to 2	0 to 2	2	99		0 to 99	25	7		0
Sex Related Offenses, Non Forcible	99	99	7 to 99	20	7	0 to 2	0 to 2	0	99		25 to 99	20	7		0
All Other Person Related Offenses	99	99	0 to 10	10	7	0 to 7	0 to 1	0	99	5 to 10	0 to 5	5	7	0 to 2	0

CRIMES AGAINST PROPERTY

Arson Related Offenses	99	99	20 to 99	20	7	2 to 7	0 to 2	2	99		5 to 99	10	3	0 to 2	0
Bad Checks Related Offenses	99	7 to 10	1 to 10	1	7	0 to 7	0	0	7	3 to 5	0 to 2	2	3	0 to 2	0
Burglary/Breaking and Entering	99	99	7 to 99	10	7	2 to 7	0 to 2	2	7	7 to 10	0 to 7	5	3	0 to 2	0
Motor Vehicle Theft	99	99	7 to 10	7	7	2 to 7	0 to 2	0	7		2 to 7	2	3	0 to 2	0
Counterfeiting/Forgery	99	7 to 10	3 to 10	3	7	0 to 7	0	0	7	3 to 5	0 to 2	3	3	0 to 2	0
Embezzlement/Bribery	99	7 to 10	0 to 10	0	7	0 to 7	0	0	7	3 to 5	0 to 2	0	3	0 to 2	0
Extortion/Blackmail	99	7 to 10	0 to 10	0	7	0 to 7	0	0	7	3 to 5	0 to 2	0	3	0 to 2	0
Fraud Related	99	7 to 10	0 to 10	2	7	0 to 7	0	0	7	3 to 5	0 to 2	2	3	0 to 2	0
Robbery Related	99	7 to 10	15 to 99	7	7	2 to 7	0 to 2	2	7	10 to 15	0 to 20	5	3	0 to 2	0
Stolen Property	99	7 to 10	7 to 99	7	7	2 to 7	0 to 2	0	7	3 to 5	0 to 5	5	3	0 to 2	0
Larceny/Theft	99	99	7 to 10	7	7	2 to 7	0 to 2	2	7	7 to 10	0 to 5	5	3	0 to 2	0
Destruction/Damage/Vandalism of Property	99	99	5 to 10	5	7	0 to 7	0	0	7	3 to 5	0 to 5	2	3	0 to 2	0
All Other Property Related	99	7 to 10	0 to 7	0	7	0 to 7	0	0	7	3 to 5	0 to 5	2	3	0 to 2	0

* look back settings by years

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CRIMES AGAINST SOCIETY											
Felony Convictions Only						Other Felony Charges					
WINN	Strategic Clients	Post HUD	WINN 1st Review	WINN	Strategic Clients	Post HUD	WINN 1st Review	WINN	Strategic Clients	Post HUD	WINN 1st Review
5		0 to 10	0	2		0	0	5	0 to 2		0
5		0 to 5	0	0		0	0	5	2 to 5		0
10		5 to 99	5	7	2 to 7	0	0	10	3 to 7		2
3	0 to 7	0 to 10	0	3	0 to 7	0	0	0			0
3	0 to 7	1 to 10	1	3	0 to 1	0	0	0			0
3	0 to 7	0 to 2	0	3	0 to 1	0	0	0			0
10	99	0 to 99	10	7	2 to 7	0 to 2	2	10	10 to 99		2
10		5 to 99	10	7	2 to 7	0 to 2	0	10	5 to 10		2
99		30 to 99	30	7		0 to 7	7	99			20
2	0 to 5	0 to 5	0	0		0	0	0			0
10	0 to 10	0 to 5	0	7	0 to 2	0	0	10	0 to 5		5
10		7 to 99	10	7	2 to 7	0	0	10	3 to 10		5
10	25 to 99	7 to 99	10	7	2 to 7	0 to 2	2	10			10
10	99	5 to 10	10	7	2 to 7	0	0	10	10 to 99		10
4	3 to 5	0 to 7	0	0		0	0	4	0 to 2		2
Purposely Obstructs, Impairs or Perverts the Law											
Disorderly Conduct											
Drug/Narcotic Related											
Drunkenness Related											
Driving Under the Influence											
Liquor Law Related											
Pornography/Obscene Material Related											
Prostitution Related											
Sex Offender Registrant											
Traffic Violation While Operating a Motor Vehicle											
Trespass of Real Property											
Weapons Law Related											
Drug/Narcotic Related Involving Sale or Mfg											
Peeping Tom Related											
All Other Society Related											

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EXHIBIT
J

(For Office Use Only)

ACN: _____

RPN: _____

SCREENING SERVICE AGREEMENT

THIS SCREENING SERVICE AGREEMENT ("Agreement") is made as of the 8 day of March, 2018 ("Effective Date"), by and between First Advantage SafeRent, Inc., a Delaware corporation with a mailing address at 7300 Westmore Road, Suite 3, Rockville, MD 20860-6223 ("SafeRent"), and the party identified below ("Client"). SafeRent and Client are hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties".

Client's Name (if entity, full legal name of entity):

Winn Residential

TERMS AND CONDITIONS OF SERVICE

1. TERMS AND CONDITIONS. This Agreement contains the standard terms and conditions for SafeRent's Services (as defined below) to Client. These terms and conditions are supplemented by the exhibits attached hereto ("Exhibits") and SafeRent's Policies and Procedures (as defined below) containing additional terms and conditions, including those applicable to the specific "Services" (as defined below) to be rendered hereunder. The Exhibits attached to this Agreement and SafeRent's Policies and Procedures (as defined below) form a material part of this Agreement, and all references to this Agreement, unless otherwise specified, include such Exhibits and SafeRent's Policies and Procedures.

2. SERVICES. During the Term (as defined below) and in accordance with the terms of this Agreement and Applicable Law (as defined below), Client may request and SafeRent may provide to Client (a) Consumer Reports ("Report" or "Reports"), as defined under the Fair Credit Reporting Act (15 U.S.C., §1681 et seq., as the same may be amended from time to time, the "FCRA"), (b) SafeRent's Client management reports, and/or (c) any other services as specifically agreed in writing by the Parties (collectively referred to as the "Services"). Terms used in this Agreement but not otherwise explicitly defined shall have the meaning ascribed to them under the FCRA. The Services to be provided pursuant to this Agreement shall not be deemed to constitute a bulk sale of data.

3. ACCOUNT ACTIVATION. SafeRent requires and Client agrees to provide and to keep current the Client Information required in SafeRent's Policies and Procedures applicable to End-Users, which may be modified by SafeRent from time to time, a copy of which may be retrieved on SafeRent's website at <http://www.firstadvantage.com/policies/pdf>, as such web site may be changed from time to time ("SafeRent's Policies and Procedures"). Furthermore, SafeRent requires and Client agrees to comply with and provide certain compliance information and materials, all as set forth in SafeRent's Policies and Procedures. Client's account will not be activated and the Services contemplated hereunder will not be available to Client until and unless all requirements set forth in SafeRent's Policies and Procedures have been satisfied and continue to be satisfied by Client to the satisfaction of SafeRent. Subject to SafeRent's prior written approval, Client may request that additional properties, sites, or communities of Client be added as sub-accounts under this Agreement by providing SafeRent with the additional Client sub-account information set forth in SafeRent's Policies and Procedures, and Client shall be deemed the "Headquarters Account" for this purpose. These requirements shall also apply to any such sub-accounts. Client certifies, represents and warrants that it either owns and/or manages the Headquarters Account and each sub-account authorized for Service hereunder. Client hereby unconditionally certifies, guarantees, and warrants that each account will abide by, and be subject to, every agreement, covenant, term, restriction and condition of this Agreement, Applicable Law, and any applicable amendment, modification, addition, or renewal thereof, and Client shall remain the primary obligor for the compliance obligations and all other duties, obligations and/or liabilities of each account hereunder. Client shall be solely and entirely responsible to communicate to all of its accounts all requirements imposed on Client and its accounts under this Agreement and Applicable Law and to ensure that each of its accounts are at all times compliant with such requirements. Furthermore, Client shall be considered a guarantor of all of its sub-accounts' obligations hereunder. For the purpose of this Agreement, the term Client includes all of Client's sub-accounts. In the event this Agreement is entered into on behalf of or for Client by an agent and/or representative of Client (such as a management company), by executing this Agreement, such agent and/or representative of the Client hereby unconditionally certifies, guarantees, and warrants that it will abide by, and be subject to, every agreement, covenant, term, restriction and condition of this Agreement, Applicable Law regarding the

acquisition, use, handling and disposal of Consumer Reports and information contained therein, and any applicable amendment, modification, addition, or renewal thereof.

4. COMPLIANCE REQUIREMENTS AND APPLICABLE LAW. Client acknowledges that, in addition to the Compliance Requirements set forth in this Agreement, the FCRA, the Gramm-Leach-Bliley Act (15 U.S.C., §6801 et seq., as the same may be amended from time to time, "GLB"), and other Federal, state and local laws, statutes, regulations, rules, ordinances and/or court orders (collectively referred to as "Applicable Law"), other compliance requirements from SafeRent's third party vendors (including but not limited to requirements from the credit bureaus) may govern the acquisition and/or use of Consumer Report information and the Parties' obligations under this Agreement. The full text of the FCRA and GLB can be obtained from the Federal Trade Commission website at <http://www.ftc.gov>, as such web site may be changed from time to time. In addition to all other terms of this Agreement, Client represents, warrants, and certifies that:

(a) Client's performance of this Agreement, including access to and the use of Consumer Report information, will be at all times in strict compliance with this Agreement and Applicable Law. Client agrees to cooperate fully and unconditionally with SafeRent in any periodic reviews, audits, or investigations of Client's compliance with its obligations under the Agreement and Applicable Law. SafeRent and/or its designee shall have the right to enter Client's and/or its sub-accounts' place of business during normal business hours and with reasonable notice to audit Client and/or its sub-accounts, and Client shall provide access to such personnel, properties, files, and records (both physical and electronic) as may be reasonably required by SafeRent and/or its designee for that purpose;

(b) Client will request the Reports, use information contained therein and use the Services solely for Client's use for a "Permissible Purpose," as the term is defined under the FCRA, and only to the limited extent set forth in Exhibit A, attached hereto and incorporated herein and will not request and/or use any Report, information contained therein, and the Services for any other purpose, regardless of whether permitted by law;

(c) Client has received the following documents, which are made a material part of this Agreement, and agree to comply with the requirements set forth in the said documents, as the same may be revised from time to time: (i) Prescribed Summary of Consumer Rights (Appendix F to Part 698 of Title 16 Code of Federal Regulations), (ii) Prescribed Notice of Furnisher Responsibility (Appendix G to Part 698 of Title 16 Code of Federal Regulations), (iii) Prescribed Notice of User Responsibility (Appendix H to Part 698 of Title 16 Code of Federal Regulations), and (iv) Prescribed Summary of Identity Theft Rights (Appendix E to Part 698 of Title 16 Code of Federal Regulations). The full text of above described Appendices to the FCRA can be obtained from the Federal Trade Commission Website at <http://www.ftc.gov>, as such web site may be changed from time to time;

(d) Client shall obtain proper Consumer authorizations from Consumers and, when applicable, proper Consumer notification shall be provided to Consumers prior to requesting a Report from SafeRent, in accordance with Applicable Law. Notwithstanding the foregoing, Client will not request a Consumer Report from SafeRent unless it has first obtained the Consumer's written authorization, whether of not local, state, and/or Federal law requires such written Consumer authorization. Such written authorizations shall also include language that authorizes SafeRent to provide an applicant's information to various government, law enforcement, and Consumer Reporting Agencies. If Client wishes to request Reports during or after tenancy, written authorizations shall include language that authorizes Client to obtain Reports for that specific purpose. Sample Consumer notification and authorization may be retrieved on SafeRent's website at:

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http://www.fairrent.com/consumer_relations/forms.php, as such web site may be changed from time to time, and are for guidance purposes only. SafeRent strongly recommends that Client consult with an attorney prior to using any sample authorization language. As the User of Consumer Reports, it is Client's sole and exclusive responsibility to ensure compliance with all of the relevant federal, state, and local laws governing the acquisition, use, handling, and disposition of Consumer Reports.

(e) When using a Consumer Report for employment purposes, before taking adverse action based in whole or part on a Consumer Report, in accordance with its duties under the FCRA, Client shall provide the Consumer with a pre-adverse action notification letter that is in compliance with Applicable Law, a copy of the Consumer Report and a copy of the Prescribed Summary of Consumer Rights (Appendix A to Part 901 of the FCRA).

(f) Whenever Client takes an adverse action against a Consumer that is based in whole or in part on information contained in a Consumer Report obtained from SafeRent, consistent with Client's responsibilities under the Fair Credit Reporting Act (See Prescribed Summary of Consumer Rights) and/or other Applicable Law, Client shall provide the Consumer with (i) an adverse action letter written in compliance with Applicable Law, (ii) a notice that the Consumer is to direct Consumer inquiries to the Consumer Reporting Agency that provided the Report, (iii) the name, address, and telephone number (including the toll-free telephone number) of the Consumer Reporting Agency that furnished the Report to the Client, (iv) a statement that the Consumer Reporting Agency did not make the decision to take adverse action and is unable to provide the Consumer with the specific reasons why adverse action is taken, and (v) a summary of the Consumer's rights in accordance with Applicable Law, including a notice of the Consumer's right to obtain a free copy of the Consumer Report from the Consumer Reporting Agency that provided Client with a Report that contains information upon which adverse action is taken. Sample Adverse Action Letters may be retrieved on SafeRent's website at http://www.fairrent.com/consumer_relations/forms.php, as such web site may be changed from time to time, and are for guidance purposes only. The prohibitions and restrictions set forth in this Agreement shall not prohibit Client from providing to a Consumer who is the subject of an adverse action by Client with a copy of such Report. Client shall refer all Consumers who have questions or disputes or seek disclosure of information in SafeRent's and/or its affiliates' "Consumer Files" to SafeRent's address and/or the toll free number for the Consumer Assistance Line. In no event will Client attempt to or hold itself out to the Consumer or the public, as being able to handle disputes on behalf of SafeRent's and/or its affiliates, or to reinvestigate information in SafeRent's and/or its affiliates' files. In no event will Client attempt to have information on a "Consumer File" changed or altered in any way, other than forwarding the Consumer to SafeRent's Consumer Assistance Line.

(g) All written Consumer authorizations required by this Agreement and/or by Applicable Law, along with all adverse action letters provided to Consumers and Consumer applications, including copies of government-issued identification needed to verify the identity of the applicant, shall be retained by Client for a reasonable period of time, but not less than five (5) years, and evidence of such documents shall be made available for inspection by SafeRent or its designee upon demand.

(h) Except as otherwise required by Applicable Law, Client will not resell, re-use or otherwise provide or transfer Reports, information contained therein and/or the Service in whole or in part to any other person or entity.

(i) Neither Client nor its employees will request Reports relating to themselves, their families or friends, or request Consumer Report information on other persons other than as permitted by SafeRent, this Agreement, and Applicable Law.

(j) Client will not act or provide, at any time or in any way, and will not hold itself out as providing credit clinic, credit repair, credit counseling or other similar services.

(k) In the event of a security breach, Client shall immediately notify SafeRent's President in writing and comply with all compliance requirements of Applicable Law. Furthermore, in the event of a security breach of Client's system and/or due to the fault or negligence of Client's employees, agents and/or representatives, Client shall directly notify the affected consumers and the appropriate authorities and/or agencies and provide free credit monitoring to the consumers that were affected by such breach. SafeRent reserves the right to step in and take over Client's obligations under this paragraph and Client agrees to indemnify SafeRent for the undertaking of such obligations.

(l) Client will not, either directly or indirectly, itself or through any agent or third party, except as authorized by SafeRent in writing or in a manner consistent with the provisions of this Agreement, either totally or partially, (i) compile or store the Services, (ii) copy or otherwise reproduce the information, Reports and/or documents obtained through the Services, (iii) merge the Services with any information from any person or entity that is not a Consumer Reporting Agency, and/or (iv) merge the Services with any information from another Consumer Reporting Agency, provided however that Client may obtain the Services together with credit bureau services on its own account.

(m) If the contracting party entering into this Agreement with SafeRent (i) is not the

owner of the apartment community in applicant applied for, (ii) is screening Consumers on behalf of or for another entity or person, or (iii) is the owner of an apartment community managed or to be managed by a third party, the contracting party will cause such third party to agree in writing to abide by and be bound by the terms of this Agreement and will not provide the Services and/or Reports to such third party until bound in writing as set forth herein. Furthermore, in such case, the contracting party is entering into this Agreement with SafeRent on its own behalf and on behalf of such third party; and

(n) Client will give SafeRent timely written notice, time being of the essence, in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client or any of the properties, sites, or communities authorized for Services hereunder, and it will remain fully liable for the use of the Services until proper notification (at least 30 days advanced written notice) is provided to SafeRent as set forth herein; and

(o) Each of Client's duly authorized personnel will be assigned a unique login password to access SafeRent's Services; Client and each of such duly authorized personnel shall protect account numbers and passwords used to access SafeRent Services in such a way as to be known only to such authorized personnel, and under no circumstances will unauthorized personnel have knowledge of any such account numbers or passwords. Client shall not post in any manner passwords or account numbers within Client's facility. Client further agrees that account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of Client or SafeRent.

4. INTELLECTUAL PROPERTY RIGHTS. SafeRent hereby grants to Client a non-transferable, non-exclusive, limited license to use certain computer and internet-based systems for access to the Services ("Access Systems"), subject to the terms, conditions, and restrictions set forth in this Agreement. The term "Access Systems" also includes all related software, training materials, and documentation. Client acknowledges that nothing shall be construed to convey to Client any title, ownership rights, or other interests in such Access Systems or in any copyrights, intellectual property rights, trademarks, works, improvements, or innovations produced, developed, or conceived by SafeRent, its agents, affiliates, or employees in connection with this Agreement, and those shall be and remain the exclusive property of SafeRent and/or its affiliates, and no rights therein are granted, transferred, assigned, or licensed to Client by this Agreement or by any action or failure to act on the part of SafeRent and/or its affiliates, except as specifically provided herein. Any license granted hereunder is restricted to the use of the Access Systems only by the Client and its sub-accounts and only at the physical location of Client's business address set forth herein. SafeRent has the sole right at any time and without notice to determine, develop, and modify any and all such Access Systems data, and equipment used to fulfil the Services. Client may only divulge the Access Systems or documentation to its employees and other authorized representatives that need to be aware of such information. Client may terminate any license only by destroying all originals and copies of the Access Systems and related documentation in Client's possession. Any license will also terminate upon termination of this Agreement, in which event the Client shall destroy all copies of the Access Systems and documentation in its possession.

5. CONFIDENTIALITY. The terms of this Agreement, Reports, Services, data, information received in performance of this Agreement, and all Access Systems of SafeRent and/or its affiliates used to provide the Services are, and shall remain, strictly confidential. Except provided for herein or as required by Applicable Law, no information from Reports and/or Services will be released or disclosed to any other person, except for those whose duty requires they review the information in relation to the applicable Permissible Purpose for which a Report was ordered. Client acknowledges that any information provided may be subject to restrictions imposed on SafeRent and/or its affiliates and represents, warrants and certifies that it will not, either directly or indirectly, itself or through any agent or third party request, compile, store, maintain or use information obtained through Reports to build its own database, copy or otherwise reproduce the information in the Reports or use the information contained in the Reports, except as permitted in this Agreement and under Applicable Law. Client agrees that all hard copies and electronic files of Reports are to be secured at all times within Client's facility and protected against release or disclosure to any unauthorized persons. Client agrees that when Reports are no longer needed, and in such case, in accordance with Applicable Law, (a) hard copy Reports will be shredded, destroyed, or otherwise permanently rendered unreadable and (b) electronic files containing Reports will be completely erased and permanently rendered unrecoverable according to procedures that meet or exceed Applicable Law. Client further agrees not to directly or indirectly in any way reveal, report, publish, disclose, or disseminate to any third parties any information concerning SafeRent's Services or the Access Systems, including without limitation the "look and feel" of screens or any functionality of the Access Systems, including the management reports provided to Client with respect to the Services.

7. REPRESENTATIONS. Client acknowledges and agrees that (a) SafeRent is a Consumer Reporting Agency and that SafeRent makes no representations nor warranties regarding the credit-worthiness of or suitability for residency under

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employment of any individual. (b) Client will use the Services at its own risk and peril. (c) Client will bring no action or claim, and hereby irrevocably and completely waives and releases all future actions and claims against SafeRent and its affiliates for any injury or damage consequent to the provision, non-provision or use of the Services. (d) due to the organization of criminal records and/or the nature of the query, there will be instances where no criminal information is reported with regard to persons who in fact have criminal records. (e) there is a wide diversity in the types of criminal records made available by various jurisdictions and in the content of such records, and (f) due to the organization of criminal records and/or the nature of the query, there will be instances where identifying information appears to match the applicant on which a Report is sought, which information may not pertain to the applicant, and that Client will take independent verification of the information contained in the Report to ensure that it pertains to the applicant before Client takes any adverse action against the applicant. SafeRent will use good faith in attempting to obtain data and Consumer Information from sources deemed reliable. Client acknowledges that Consumer Information is secured by and through reliable sources, both human and otherwise, and that for the fee charged, SafeRent cannot guarantee the accuracy and/or completeness of the Consumer Information furnished. Client acknowledges that data otherwise available from public record sources may be suppressed in SafeRent products in conformance with applicable data declassification laws, Applicable Law, SafeRent and/or third party vendors' policies. Client acknowledges and agrees that in order to be compliant with certain applicable state laws, SafeRent may deem necessary to verify the accuracy of the information during the 30-day period ending on the date on which the Report is furnished prior to providing the Report to Client, and in such case, Client will be charged the standard fee charged by SafeRent for such verification. The person executing this Agreement (i) read and understands Client's obligations and duties hereunder, (ii) has direct knowledge of the facts and representations made by Client under this Agreement and (iii) has the authority to sign this Agreement on behalf of Client.

8. REMEDY FOR NONCONFORMING SERVICES. If Client reasonably determines that the Services do not meet SafeRent's obligations under this Agreement, Client shall so notify SafeRent in writing within 10 days after receipt of the Services in question. Client's failure to notify SafeRent shall mean that Client unconditionally accepts the Services. If Client notifies SafeRent within 10 days after receipt of the Services, then, unless SafeRent reasonably disputes Client's claim, SafeRent shall, in its sole and absolute discretion, either re-perform the Services in question or credit Client for any Fees (as defined below) Client was charged with respect to the nonconforming Services. SafeRent's re-performance of the Services or the credit for any Fees (as defined below) Client was charged for such Services shall constitute Client's sole remedy and SafeRent's maximum liability under this Agreement.

9. SAFERENT HELD HARMLESS. Client shall indemnify, defend, and hold SafeRent and its affiliates harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage, cost, or expense of whatsoever kind and nature, including but not limited to attorney's fees and court costs, which may be asserted against SafeRent and/or its affiliates or which SafeRent and/or its affiliates may sustain or incur at any time by reason or in consequence of Client's request for or use of any Services supplied by SafeRent and/or its affiliates or arising out of or resulting from any misrepresentation or breach by Client of any provision contained in this Agreement.

10. TERM OF AGREEMENT. The term of this Agreement shall begin upon the Effective Date set forth by SafeRent on the first page of this Agreement and shall continue in effect until terminated by either Party ("Term"). Either Party may terminate this Agreement, with or without cause, at any time with 30 days prior advance written notice to the other Party. Notwithstanding anything to the contrary herein, SafeRent may terminate this Agreement immediately without notice, or take any action it believes is appropriate, including but not limited to blocking Client's (or any sub-account's) access to any or all Services, if SafeRent believes that Client (or such sub-account) has made a misrepresentation or failed to comply with any provision of this Agreement, notwithstanding anything to the contrary herein, the provisions of this Agreement which, by their reasonable terms, are intended to survive the termination of this Agreement shall survive termination. No termination or expiration will relieve either party of any liability for monetary sums owing to the other. Furthermore, each Party's obligations incurred prior to the termination of this Agreement for whatever reason but requiring action subsequent to the termination of this Agreement shall be honored.

11. FEES AND PAYMENT. Unless otherwise agreed in writing by the parties, the prices and rates for Services to be rendered hereunder ("Fees") shall be those in effect at the time the Services are requested. SafeRent reserves the right to revise or modify the "Fees" charged for its Services under the Agreement at any time during the Term. Client agrees to pay the Fees to SafeRent upon receipt of an invoice for Services rendered, and all payments shall be due not later than the last day of the month in which the invoice is received. Client agrees to accept an electronic invoice for Services, and paper invoices shall be subject to a service charge. Client will be solely responsible for all applicable federal, state, and local taxes levied or assessed in connection with SafeRent's provision of Services, as well as any SafeRent surcharges arising out of compliance with applicable regulations, other such government-imposed obligations, and

SafeRent's third-party vendor obligations (including, but not limited to, court surcharges and credit bureau exchange fees). Client specifically agrees that it shall be responsible in all respects for any and all Services performed as a result of any use of Client's assigned access codes, whether or not intended or authorized. In no case may Client dispute charges appearing on an invoice, unless Client provides SafeRent's Accounting Department with notice of such dispute within sixty (60) days from the date of the invoice. All past due amounts shall accrue interest at a rate of 1.5% per month. Accounts suspended for any reason are subject to a reconnection fee, and each returned check shall be assessed a service charge. If collection efforts are required, Client shall pay all costs of collection, including attorneys' fees and court costs.

12. FORCE MAJEURE. SafeRent shall not be liable for its inability to perform, or for any delay in performing, any of its obligations under this Agreement if that inability or delay is caused by a force majeure event, including, but not limited to, equipment failures, failures or fluctuations in electrical power, lighting, or telecommunications, government action, SafeRent's inability to acquire data, services, or other products on terms anticipated by SafeRent, or for any other cause reasonably beyond SafeRent's control. Such nonperformance shall not be a default hereunder.

13. CAPACITY OF THE PARTIES. The parties hereto are independent contractors under this Agreement and nothing herein shall create any agency, partnership, joint venture, or franchise relationship between the Parties.

14. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to create or confer and shall not be construed or operate as creating or conferring, any rights or remedies under or by reason of this Agreement, upon any Consumer, applicant, resident, prospective resident, employee, or other products or person other than the Parties hereto and their successors and permitted assigns.

15. ASSIGNMENT. This Agreement may not be assigned by either Party hereto without the prior written consent of the other Party; provided, however, that SafeRent may assign this Agreement at any time and without notice, in whole or in part, to its parent company, First Advantage Corporation, or to any subsidiary of First Advantage Corporation or any company otherwise affiliated with First Advantage Corporation or SafeRent through common ownership and control.

16. SEVERABILITY. All sections, clauses, and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid sections, clauses, or covenants were not contained herein, without invalidating the remainder of the Agreement, which shall remain in full force and effect.

17. NO WAIVER. A delay or omission by either Party in exercising its rights upon any event of noncompliance or default by the other Party shall not impair any such right or be construed to be a waiver thereof. A waiver by either of the Parties of any of the duties, conditions, or agreements of the other Party shall not be construed to be a waiver of any succeeding breach thereof or of any duty, condition, or agreement herein. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to any Party at law or in equity.

18. NOTICE. Except as otherwise set forth herein, any notice required to be sent hereunder shall be sent by first class mail or overnight courier service: (a) if to SafeRent, addressed to the attention of the Vice President - Operations (except for disputed charges which shall be directed to the Finance Department and regulatory or statutory compliance which shall be directed to the Vice President of Legal Affairs) at the address first set forth above and (b) if to Client, addressed to the authorized representative as set forth in the Client's End User Identification as provided to SafeRent by Client, or as otherwise communicated to SafeRent in writing.

19. GOVERNING LAW. This Agreement shall be governed in accordance with the laws of the United States of America and the State of Maryland, without reference to its choice of law provisions. In the event of litigation arising out of or connected with this Agreement, SafeRent and Client agree that the state or Federal courts located in the State of Maryland shall have exclusive jurisdiction, and Client specifically subjects itself to the personal jurisdiction of said courts in the same manner as if this Agreement had been executed and/or was to be performed in the State of Maryland.

20. DISCLAIMERS AND LIMITATIONS. SAFERENT, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS DO NOT WARRANT AND SPECIFICALLY DISCLAIMS AND CLIENT HEREBY WAIVES ANY EXPRESS OR IMPLIED WARRANTY FOR THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SAFERENT, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS, INJURY, OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, ARISING OUT OF THE PROVISION OR NON-PROVISION OF THE SERVICES TO CLIENT BY SAFERENT, CLIENT'S USE, OR INABILITY TO USE THE SERVICES, OR IN WHOLE OR IN PART BY SAFERENT'S, ITS AFFILIATES' AND THEIR SUCCESSORS' AND ASSIGNS' ACTS AND/OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PERFORMING ANY OF ITS

OBLIGATIONS UNDER THIS AGREEMENT. CLIENT RELEASES SAFERENT, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER COMPANIES FROM WHICH SAFERENT, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, MAY OBTAIN DATA OR INFORMATION, AND THEIR OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, FROM ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION, LIABILITY OR DAMAGES FROM ANY NEGLIGENCE IN CONNECTION WITH PREPARATION AND DELIVERY OF THE SERVICES. SHOULD ANY PORTION OF THE DISCLAIMERS OF WARRANTIES HEREIN BE DETERMINED TO BE INVALID OR UNENFORCEABLE, OR SHOULD SAFERENT, ITS AFFILIATES AND/OR THEIR SUCCESSORS AND ASSIGNS, BECOME LIABLE FOR DAMAGES ARISING UNDER THIS AGREEMENT FOR ANY OF SAFERENT'S, ITS AFFILIATES' AND THEIR SUCCESSORS' AND ASSIGNS' ACTS, OF WHATEVER KIND, OR OMISSIONS, THEN CLIENT MAY RECOVER FROM SAFERENT AND/OR ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, ITS DIRECT AND PROXIMATE DAMAGES UP TO AN AMOUNT NOT TO EXCEED THE LESSER OF THE PRECEDING THIRTY (30) DAY'S CHARGES PAID BY CLIENT FOR SERVICES OR TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

21. ENTIRE AGREEMENT. This Agreement, the Exhibits attached hereto, Saferent's Policies and Procedures, and the documents referenced therein set forth the entire understanding and agreement between Client and Saferent superseding any prior or contemporaneous oral or written agreements or representations, including all proposals, negotiations, or discussions heretofore had between the Parties related to the Services, except for any addendum or amendment to this Agreement that has been executed in accordance with these terms. This Agreement (excluding the Exhibits attached hereto and Saferent's Policies and Procedures, which can be revised or modified by Saferent) may only be amended by a written instrument signed by all Parties to this Agreement.

22. CAPTIONS AND HEADINGS. The captions and headings in this Agreement are for convenience only and shall not be considered a part of this Agreement.

23. CONSTRUCTION. All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require.

24. ADDITIONAL ACTIONS AND DOCUMENTS. Each of the Parties hereto agrees to take or cause to be taken such further actions, to execute and deliver or cause to be executed and delivered such further instruments, and to use their best efforts to obtain

such requisite contents as any other party may from time to time reasonably request in order to fully effectuate the purposes, terms, and conditions of this Agreement.

25. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed by the parties hereto in any number of separate counterparts and all such counterparts so executed constitute one (1) agreement binding on the parties hereto notwithstanding that the parties hereto are not signatories to the same counterpart. This Agreement and any other document to be executed in connection herewith may be delivered by facsimile and documents delivered in such manner shall be binding as though an original thereof had been delivered.

26. AGREEMENT UNDER SEAL. This Agreement is intended to be a document under seal and is subject to the twelve-year limitation period enumerated in Section 5-102 of the Maryland Courts and Judicial Proceedings Article.

27. NO CONSTRUCTION AGAINST THE DRAFTER. The Parties agree that this Agreement is the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement, shall not apply to the terms and conditions of this Agreement.

28. ATTORNEY'S FEES AND COURT COSTS. Except as otherwise set forth herein, each party shall be responsible for its own attorney's fees.

29. NON-DISCLOSURE OF THE TERMS OF THE AGREEMENT. Except as otherwise required under Applicable Law, Client agrees not to disclose the terms of this Agreement to any other party.

30. PENALTY UNDER THE FCRA. The FCRA imposes criminal penalties - including a fine, up to two years in prison, or both - against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by its duly authorized representative on the date set forth below their respective name to be effective as of the Effective Date set forth on the first page of this Agreement.

Client's Full Legal Name:
WinnResidential
By (authorized signature):
 (SEAL)
Printed Name:
Cindy Matthews
Title:
Operations Support Specialist
Date Signed (mm/dd/yyyy):
3/6/10

First Advantage Saferent, Inc.

By (authorized signature):
 (SEAL)
Printed Name:
Brent Plank
Title:
Date Signed (mm/dd/yyyy):

Exhibit A

Permissible Purpose

In addition to all other provisions of this Agreement, Client certifies that all Consumer Report information requested by, delivered to, and used by Client pursuant to this Agreement shall be (a) ONLY for one of the following two Permissible Purposes (as defined in the FCRA) as explicitly approved below, (b) ONLY for the Permissible Purpose specified at the time of each such request; and (c) requested only upon written applicant certification of Permissible Purpose, with verifying government issued identification of applicant (including but not limited to passport, Driver's License, or other state-issued identification). Client shall immediately notify SafeRent of any change of the allowed permissible purpose set forth below for which the Report will be used.

1. **Resident Screening.** Using the Consumer Report information for a legitimate business need in connection with a business transaction initiated in writing by the Consumer, which must be limited to applicant screening for residency purposes.

Agreed by Client:	Approved by SafeRent:
Date: <i>Cindy Matthews</i> 3/8/10	<i>[Signature]</i>

2. **Employment Screening.** Using the Consumer Report information for a legitimate business need in connection with a business transaction initiated in writing by the Consumer for the limited purpose of evaluating a Consumer for employment, promotion, reassignment, or retention as an employee.

Agreed by Client:	Approved by SafeRent:
Date: <i>Cindy Matthews</i> 3/8/10	<i>[Signature]</i>

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**EXHIBIT
K**

Close

Date: 3/21/2016 4:02:09 PM
 Property: M7831-1 Upland
 User: Nicole Stone

Manage CrimSAFE

CrimSAFE automates the evaluation of criminal records based upon your criteria and delivers the resulting 'accept' or 'record(s) found' outcomes relative to your configurations. For the selected property, you may set the maximum number of years for which various felony and misdemeanor records will be considered in the automated process.

SELECT PROPERTY

DECISION MESSAGES

When no disqualifying records found:

Header:

Message:

When disqualifying records found:

Header:

Message:

BACKUP REPORTS

☒ View CrimSAFE backup data

MANAGE CRIMINAL ACCEPTANCE DECISIONS

For each criminal category, enter the minimum number of years that your community wants to decline an applicant for the specified type of crime. Please note that applicants whose criminal record are older than the number of years for the specified crime will result in an accept for your community. For additional information, you can click on one of the available links below.

- [View Configuration Instructions](#)
- [View Category Descriptions](#)
- [View Terms and Conditions](#)

Important: Changes made in this screen will not take effect until the next day.

Last updated 7/17/2015 10:33:48 AM by nstone2

Criminal Acceptance Decisions

Categories	Felony Convictions Only (0-99 years)	Other Felony Charges (0-7 years)	Other Convictions (0-99 years)	Other Criminal Charges (0-7 years)
- ALL CATEGORIES				
- CRIMES AGAINST PERSONS				
ASSAULT RELATED OFFENSES	<input type="text" value="99"/>	<input type="text" value="7"/>	<input type="text" value="99"/>	<input type="text" value="5"/>

FAMILY RELATED OFFENSES, NONVIOLENT	99	7	99	7
HOMICIDE RELATED OFFENSES	99	7	99	7
KIDNAPING/ABDUCTION RELATED OFFENSES	99	7	99	7
SEX RELATED OFFENSES, FORCIBLE	99	7	99	7
SEX RELATED OFFENSES, NONFORCIBLE	99	7	99	7
ALL OTHER PERSON RELATED OFFENSES	99	7	99	7
CRIMES AGAINST PROPERTY				
ARSON RELATED OFFENSES	99	7	99	3
BAD CHECKS RELATED OFFENSES	99	7	7	3
BURGLARY/BREAKING AND ENTERING RELATED OFFENSES	99	7	7	3
MOTOR VEHICLE THEFT RELATED OFFENSES	99	7	7	3
COUNTERFEITING/FORGERY RELATED OFFENSES	99	7	7	3
EMBEZZLEMENT/BRIBERY RELATED OFFENSES	99	7	7	3
EXTORTION/BLACKMAIL RELATED OFFENSES	99	7	7	3
FRAUD RELATED OFFENSES	99	7	7	3
ROBBERY RELATED OFFENSES	99	7	7	3
STOLEN PROPERTY RELATED OFFENSES	99	7	7	3
LARCENY/THEFT RELATED OFFENSES	99	7	7	3
DESTRUCTION / DAMAGE / VANDALISM OF PROPERTY OFFENSES	99	7	7	3
ALL OTHER PROPERTY RELATED OFFENSES	99	7	7	3
CRIMES AGAINST SOCIETY				
PURPOSELY OBSTRUCTS, IMPAIRS OR PERVERTS THE LAW	5	2	5	2
DISORDERLY CONDUCT RELATED OFFENSES	5	0	5	0
DRUG/NARCOTIC RELATED OFFENSES	10	7	10	7
DRUNKENNESS RELATED OFFENSES	3	3	0	0
DRIVING UNDER THE INFLUENCE RELATED OFFENSES	3	3	0	0
LIQUOR LAW RELATED OFFENSES	3	3	0	0
PORNOGRAPHY/OBSCENE MATERIAL RELATED OFFENSES	10	7	10	7
PROSTITUTION RELATED OFFENSES	10	7	10	7
SEX OFFENDER REGISTRANT	99	7	99	7
TRAFFIC VIOLATIONS WHILE OPERATING A MOTOR VEHICLE	2	0	0	0
TRESPASS OF REAL PROPERTY RELATED OFFENSES	10	7	10	5
WEAPONS LAW RELATED OFFENSES	10	7	10	7
	10	7	10	7

DRUG/NARCOTIC RELATED OFFENSES, INVOLVE SALE OR MFG				
PEEPING TOM RELATED OFFENSES	10	7	10	7
ALL OTHERS SOCIETY RELATED OFFENSES	4	0	4	0

Save

Restore Last Saved

Clear

Privacy | Cybertrust's Perimeter Certified status

EXHIBIT
T

AS400 Notes - Arroyo

Session A - [24 x 80]

File Edit View Communication Actions Window Help

Host: REGISTRY Port: 592 Workstation ID: ~BUSER~ Disconnect

07/06/2018 The Registry VB5116R
01:45 PM Report Retrieval Detail KIMCOX

Account Information Request#: M4412515 AUTO
M6380 ArtSpace Windham Building#: Hit:
480 Main Street Cust. Ref.:
Willimantic CT 06226 A/c Status: V ADS
Fax#: 860-423-1285 Req.By: MEL CSR: REGISTRY

Product Requested
RegistryCheck ☒ Credit: EQF EXP ☒ TU S/Search: EQF EXP TU Scorex ☒
Criminal S/W County Multi-State ☒ MSSO ☒ CrimSAFE
AutoSelect DMV TeleCheck

Applicant Information
Name: MIKHAIL ARROYO DOB: 1994 SSN: 8831
Add1: 745 MAIN EAST HARTFORD CT 06108
Add2:
Empl: DOE: Income: \$
Report Delivery Selection Current Rent: \$0
Mail: Fax: Fax#: Mailed: Faxed: Property Rent: \$800
Report Recipient Request Date: 4/26/2016
Request Time: 10:34:00

F1=Help F3=Exit F5=Refresh F12=Cancel

MA A 09/041
128 002 - Session successfully started

Session A - [24 x 80]

File Edit View Communication Actions Window Help

Host: REGISTRY Port: 592 Workstation ID: ~BUSER~ Disconnect

07/06/2018 The Registry CS0007R
02:02 PM Consumer Relation Remarks Edit KIMCOX

Display Mode
CS Record #: 20160427183 Social Security Number: 8831
Last Name: ARROYO First Name: MIKHAIL
Date: 4/27/2016 Time: 13:26:51 User: VSALGADO

Comment:
NO AUTH COMP; REQ MAN AUTH; SF TICKET: CRT-201604-76617 - CONSUMER'S MOM CALLED
IN STATING THAT SHE HAS CONSERVATORSHIP OVER HIS SON'S INFORMATION; ADVISED THE
PROCESS - CONSUMER WILL FAX IN MAN AUTH FORM WITH COURT PAPERS AND COPY OF ID'S

F1=Help F3=Exit F5=Refresh F12=Cancel

MA A 18/026
128 002 - Session successfully started

ARROYO000543

Session A - [24 x 80]
File Edit View Communication Actions Window Help
Host: REEDSTV Port: 992 Workstation ID: -BUSERA Disconnect

07/06/2018 The Registry CS0007R
01:59 PM Consumer Relation Remarks Edit KIMCOX

Display Mode
CS Record #: 20180427183 Social Security Number: 8831

Last Name: ARROYO First Name: MIKHAIL

Date: 4/29/2016 Time: 12:01:38 User: HESILVA

Comment:
NOT AUTHENTICATED. MAILED CONSUMER DISCLOSURE REQUEST PACKET.

F1=Help F3=Exit F5=Refresh F12=Cancel

MA A 14/009
B02 - Session successfully started

Session A - [24 x 80]
File Edit View Communication Actions Window Help
Host: REEDSTV Port: 992 Workstation ID: -BUSERA Disconnect

07/06/2018 The Registry CS0007R
01:59 PM Consumer Relation Remarks Edit KIMCOX

Display Mode
CS Record #: 20180427183 Social Security Number: 8831

Last Name: ARROYO First Name: MIKHAIL

Date: 8/30/2016 Time: 18:24:24 User: DTHEVENOT

Comment:
NOT AUTHENTICATED. MAILED CONSUMER CALL BACK LETTER.

**PLEASE SEND A "CALL BACK" LETTER AND MAN AUTH FORM. NEED POA AND SON'S SIGNATURE. CAN NOT ACCEPT CONSERVATORSHIP COURT PAPER.

F1=Help F3=Exit F5=Refresh F12=Cancel

MA A 17/061
B02 - Session successfully started

ARROYO000544

JA-555

```
Session A - [24 x 80]
File Edit View Communications Actions Window Help
Host: REGISTRY Port: 992 Workstation ID: -BUSIDN Disconnect

07/06/2018 The Registry CS0007R
01:59 PM Consumer Relation Remarks Edit KIMCOX

Display Mode
CS Record #: 20160427183 Social Security Number: 8831

Last Name: ARROYO First Name: MIKHAIL

Date: 6/30/2016 Time: 15:18:59 User: SCHA

Comment:
SR-RECEIVED CONSUMER DISCLOSURE REQUEST FORM. NOT AUTHEN. CREATED CRT-201606-867
80. PLEASE SEND A CALL BACK LETTER AND MAN AUTH FORM.
PLEASE SEND A "CALL BACK" LETTER AND MAN AUTH FORM. NEED POA AND SON'S
SIGNATURE. PER JESSICA AND MIKE WE CAN NOT ACCEPT CONSERVATORSHIP COURT PAPER.

F1=Help F3=Exit F5=Refresh F12=Cancel

MA A 18/013
128 - Session successfully started
```

```
Session A - [24 x 80]
File Edit View Communications Actions Window Help
Host: REGISTRY Port: 992 Workstation ID: -BUSIDN Disconnect

07/06/2018 The Registry CS0007R
02:00 PM Consumer Relation Remarks Edit KIMCOX

Display Mode
CS Record #: 20160427183 Social Security Number: 8831

Last Name: ARROYO First Name: MIKHAIL

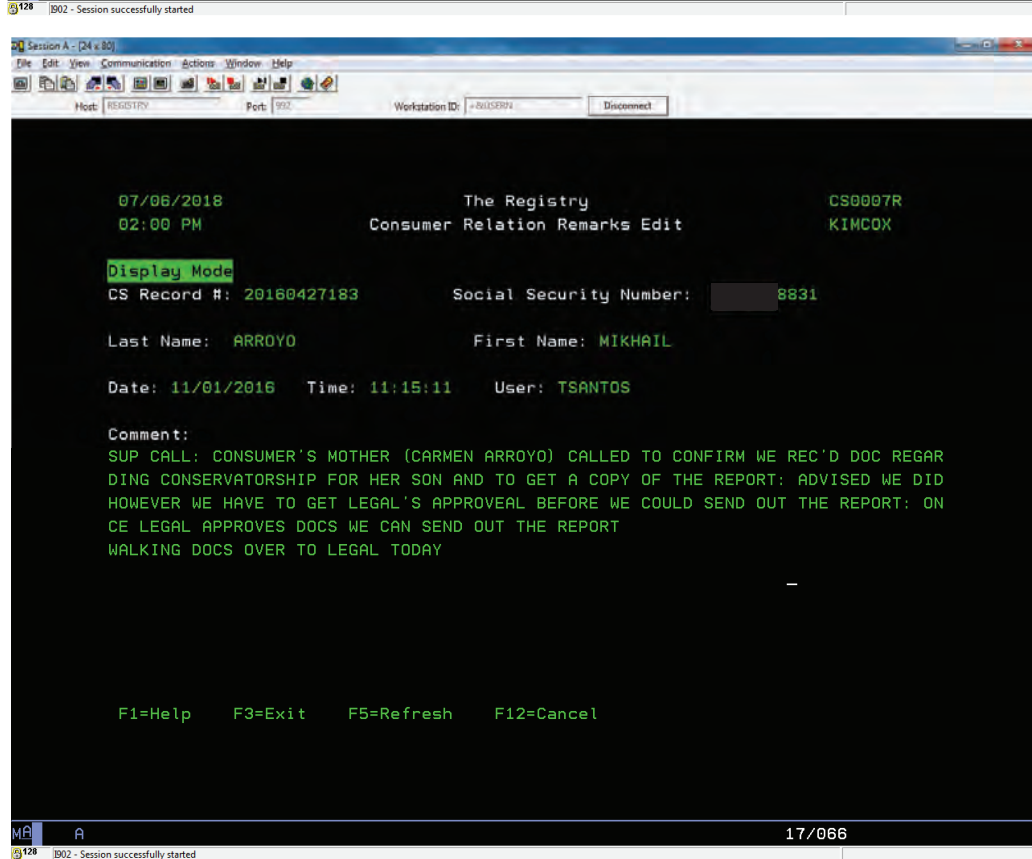
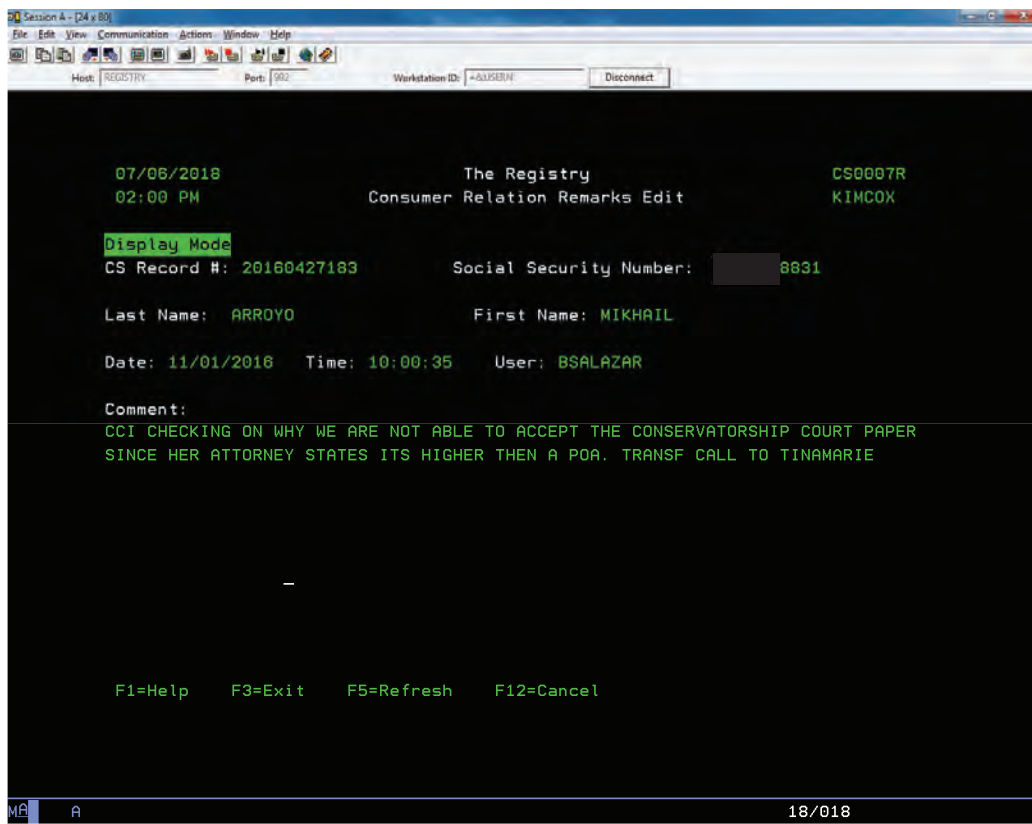
Date: 9/07/2016 Time: 13:28:31 User: MONJOHNSON

Comment:
CONSUMER MOTHER CALLED BACK, ASKED IF WE RECEIVED FAX DOCS FROM 06-2016. ADVISED
YES AND PER MANGEMENT UNABLE TO USE INFORMATION. PER SOP NEED POWER OF ATTORNEY
OR LIMITED POWER OF ATTORNEY. ITEMS MUST BE NOTARIZED AS WELL.

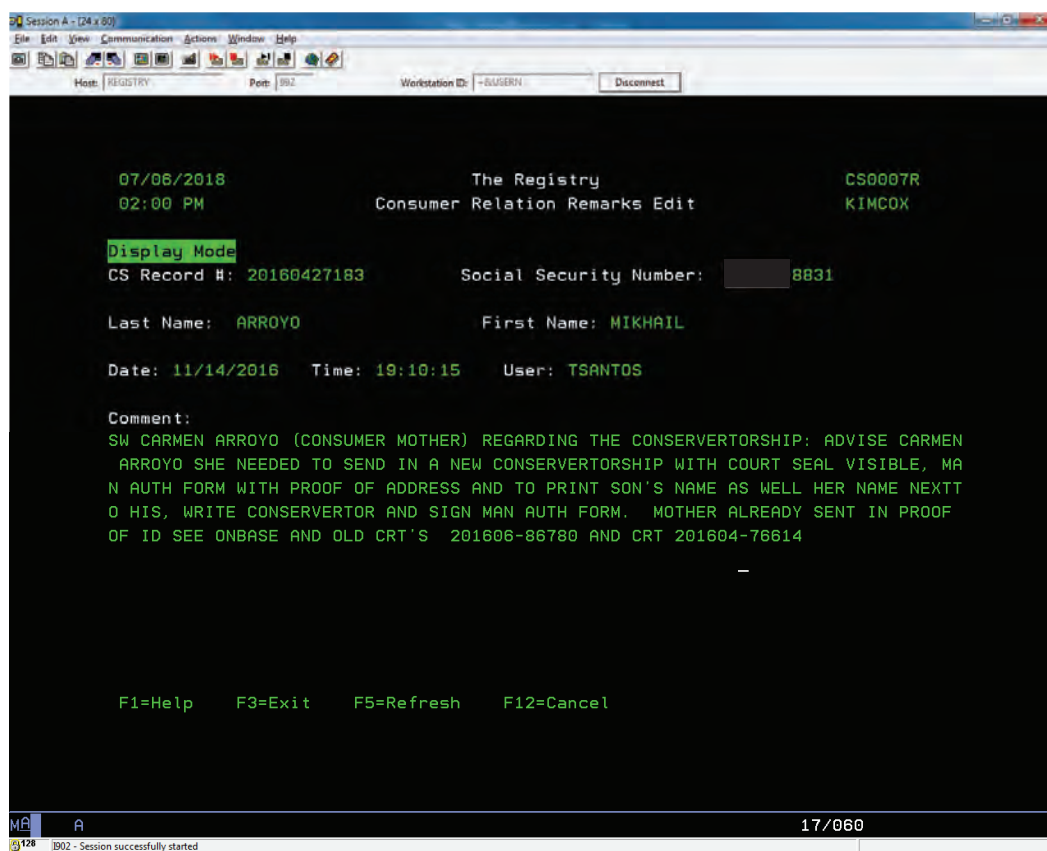
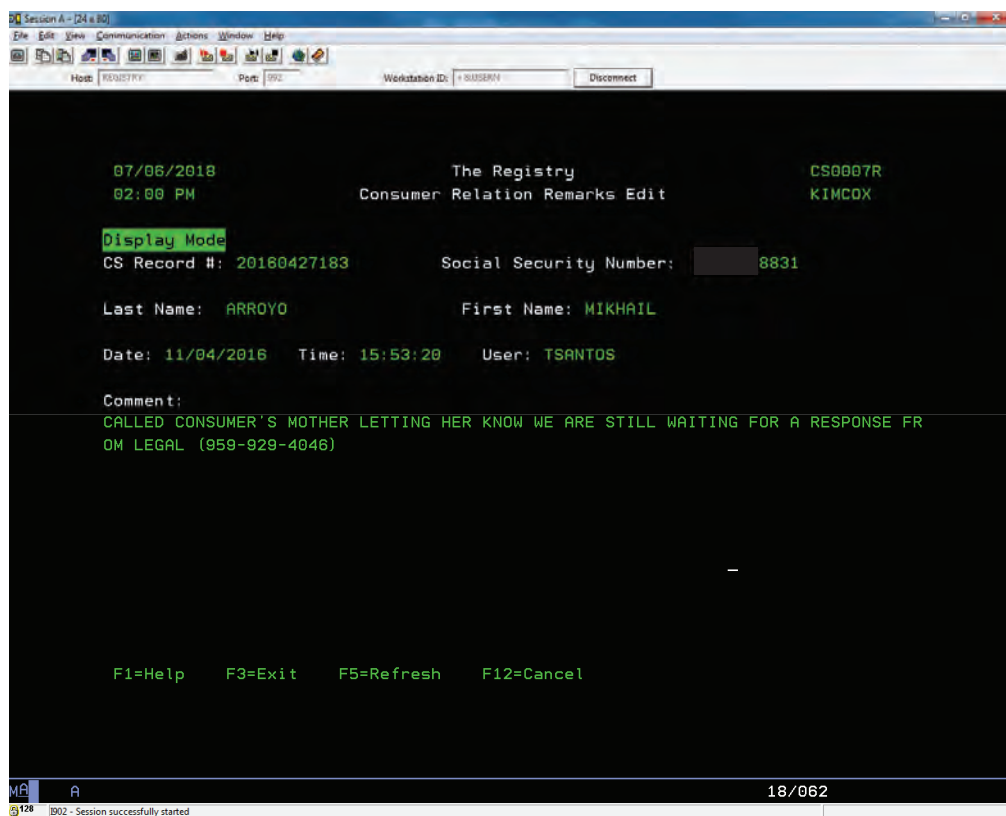
F1=Help F3=Exit F5=Refresh F12=Cancel

MA A 18/040
128 - Session successfully started
```

ARROYO000545

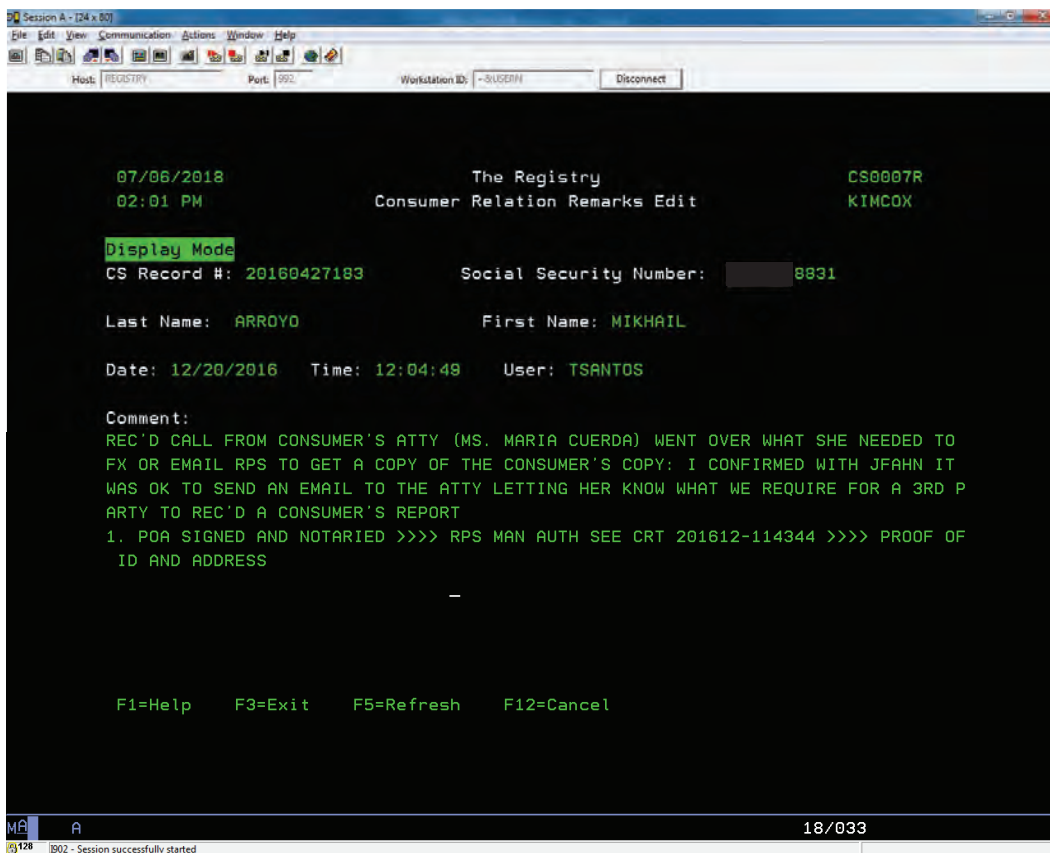
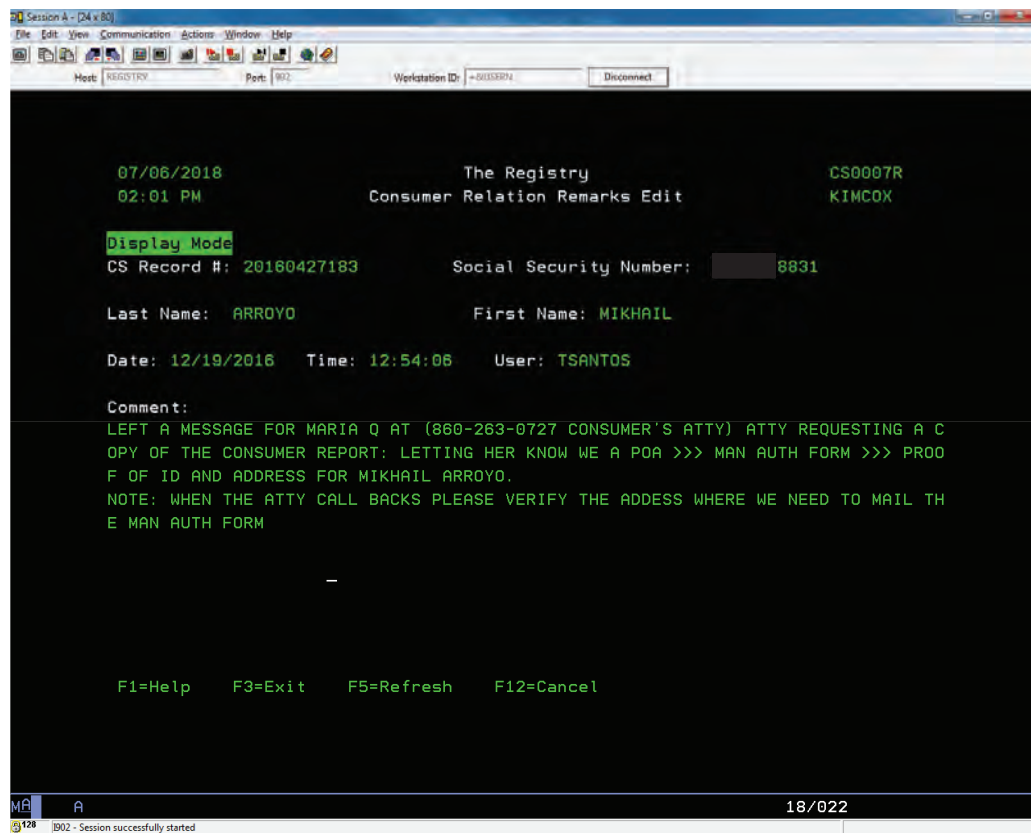


ARROYO000546

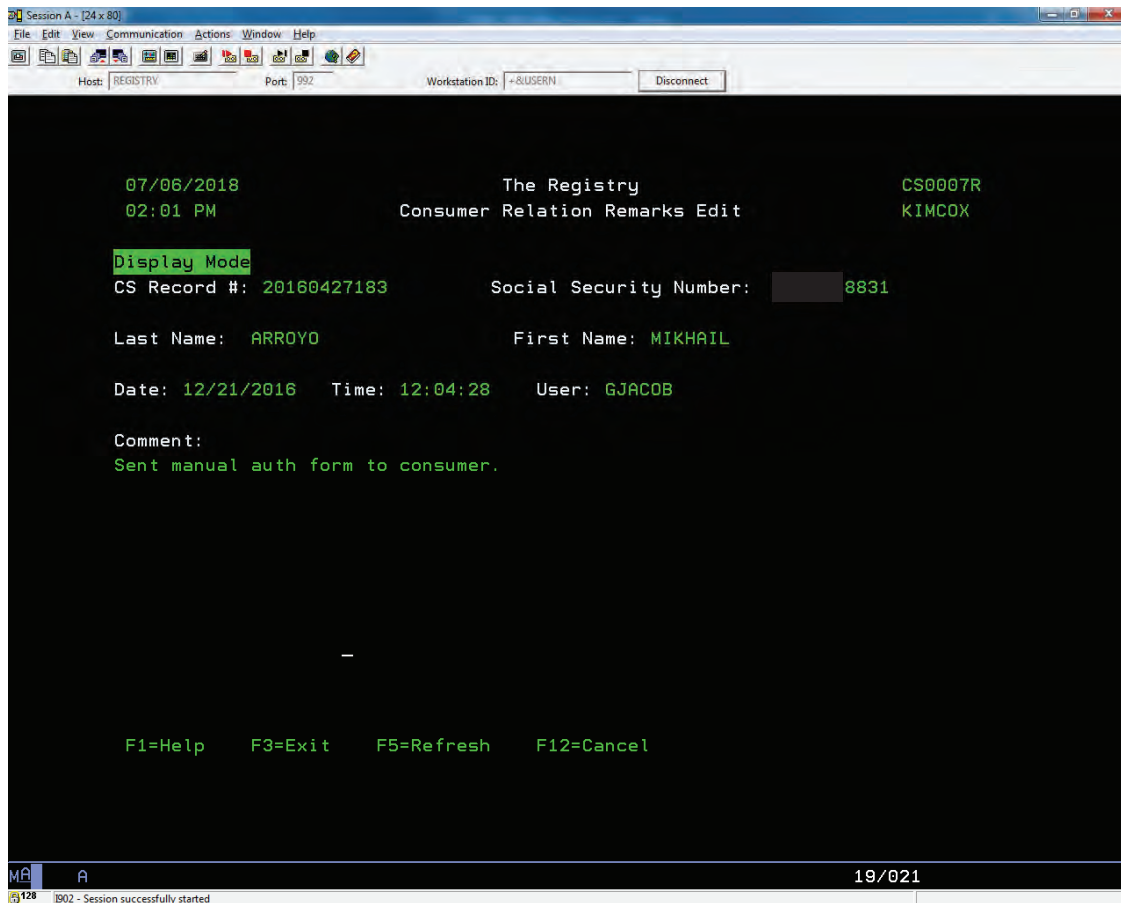


ARROYO000547

ARROYO0000548



ARROYO000549



ARROYO000550

JA-561



EXHIBIT
AF

CoreLogic Credco Procedure

CSC-PRD-OPS-013_Authentication Procedures

Revision: 4.0

Revised: 03/29/2016

Performed at: San Diego California

Application: Credco, SafeRent & TeleTrack Authentication

System Access Requirements: Full Access

Client: Credit Services Operations Department ("Operations")

CONFIDENTIAL

ARROYO001691

Procedure Guide:CSC-PRD-OPS-013_Authentication Procedures



It is the policy of CoreLogic Credit Services to respect the privacy of its customers and vendors and to protect the security and confidentiality of non-public personal information (NPI), including individual names, social security numbers, credit/debit card numbers, bank routing and account numbers, state identification card numbers, driver's license numbers, dates of birth, and health records. In furtherance of this policy, all NPI elements must be obscured or redacted prior to the publication or archival of any document.

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AUTHORIZATIONS				
Client Review (Document sent to client for review)			Signoff Provided (Owner of Procedure Must Signoff)	
Version	Name	Date	Name	Date
1.0	Angie Barnard	2/21/2015	Angie Barnard	2/25/2015
	Jeff Wydra	2/25/2015	Jeff Wydra	3/3/2015
	Mercedes Vela	3/6/2015	Mercedes Vela	3/6/2015
	Michelle Pinnix	3/6/2015	Michelle Pinnix	3/6/2015
	Elizabeth Hollingsworth	3/6/2015	Elizabeth Hollingsworth	3/9/2015
2.0	Mike Scully	10/22/2015	Mike Scully	10/23/2015
	Ana Hatashita	10/23/2015	Ana Hatashita	10/23/2015
	Glady Williams	10/23/2015	Glady Williams	10/23/2015
	Angie Barnard	10/23/2015	Angie Barnard	10/23/2015
	Jeff Wydra	10/27/2015	Jeff Wydra	10/27/2015
	Janine Bjorn	10/27/2015	Janine Bjorn	10/27/2015
3.0	Mike Scully	01/26/2016	Mike Scully	01/26/2016
	Jessica Fahn	01/26/2016	Jessica Fahn	01/26/2016
	Angie Barnard	01/27/2016	Angie Barnard	01/27/2016
	Jeff Wydra	01/27/2016	Jeff Wydra	02/19/2016
	Janine Bjorn	02/19/2016	Janine Bjorn	02/19/2016
4.0	Mike Scully	3/24/16	Mike Scully	3/24/16
	Jessica Fahn	3/24/16	Jessica Fahn	3/24/16
	Angie Barnard	3/24/16	Angie Barnard	3/24/16
	Jeff Wydra	3/24/16	Jeff Wydra	3/26/16
	Janine Bjorn	3/28/16	Janine Bjorn	3/28/16
	Tom Graber	3/28/16	Tom Graber	3/29/16
HISTORY/VERSION CONTROL				
Version	Date	Author	Description	
1.0	03/09/2015	Roger Doll	Initial Version	
2.0	10/27/2015	Roger Doll	<p>07/24/2015: Section 2.1.1 added additional text to the last sentence. Revised Section 2.4 note after step 3, and revised step 4 adding the word "valid" before ID. Section 2.4.2 step 5 revised sentec to include the text, "or the ID is not valid". New Section 2.5: Incorporated Bank of America Authentication procedures & incorporated Angie B feednback.</p> <p>09/14/2015: Incorporated CLCS procedures. Section 2.1, added CLCS systems to table. Section 2.1.1 Last sentence was modified to include "Credit File". Section 2.2 second decision added CLCS. Section 2.2.4 added a second note for CLCS failed authentication. Section 2.4.2 revised title to include Credco, SafeRent and TeleTrack. Section 2.4.3 is new for CLCS. 2.4.4 After it was renumbered, revised title to include Credco, SafeRent and TeleTrack. Section 2.4.5 After it was renumbered, revised title to include Credco, SafeRent and TeleTrack. Section 2.4.6 is new for CLCS.</p> <p>09/15/2015: Section 2.2, second decision box, added "CLCS". Section 2.2.1 Added 3 decisions after step 1. Section 4</p>	

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			Appendix, is now Appendix A: Samples of Posing Questions. Section 2.2 deleted the second decision for Alabama. Section 2.2.3 was deleted completely. 10/19/2015: Section 2.1.2 revised bullets a and b. Added a new section 2.1.3. Revised section 2.3 10/22/2015 Section 1.4 added FCRA 610(d).
3.0		Roger Doll	11/30/2015: Renumbered steps in Section 2.1.2. Added a "Note" at the end of Section 2.1.2. Added a new section 2.4.1 Authentication Dispute Exception. 12/07/2015: Added "Limited Power of Attorney" to section 2.3.2 Bullet 1. Added a note to section 2.4 01/04/2016: Added to Sections 2.1.2.c, 2.1.3.c, 2.3.2 last bullet and 2.4.1.c the following: Report Number in lieu of a SSN. 01/21/2016: Moved section 2.1.3 to 2.5, since the steps are good for Phone, Fax, Email and Mail.
4.0	03/23/2016	Roger Doll	Added a new Note at Section 2.4.2, Revised steps 4, 7 & 8 in section 2.4.2.

1 Objective

The objective of this procedure is to assure that the proper authentication of the Consumer has been conducted prior to engaging in and/or fulfilling any Consumer dispute and/or disclosure request.

1.1 Scope

The scope of this procedure is listed below:

- Authentication of Consumer

1.2 Audience

The intended audience for this Standard Operating Procedure (SOP) typically includes:

- Individual Consumer(s) ("Consumer(s)")
- Credit Services Operations Department ("Operations")
 - Customer Service Representative ("CSR")
 - Dispute Employee ("DE")
 - Disputes Department ("Disputes Team")
 - CRA Services Business Owner ("Approver")
 - User's Supervisor/Manager ("Manager")

1.3 Assumptions

The following assumptions have been made:

- Related issues will have a separate SOP, and will be noted in the Related Documents section below.

1.4 Best Practices

The best practices listed below must be followed in order to most effectively implement this SOP:

- Refer to other relevant SOPs as necessary. These are listed throughout the document and in the Related Documents section of the Document Control Information table.
- Processor ensures that all applications necessary to process a request are functioning properly.
- The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. A consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence per FCRA 610(d).

1.5 Related Policies and other Documents (other SOPs, Check Lists, Forms, etc.)

The Related Documents section includes additional documents utilized to complete this procedure.

Document Name:	Document Type:
Information Security	The Core Website for Policies, Standards, Procedures, and Guidelines
CSC-PRD-OPS-008_150p General Authentication General SOP	Adobe PDF
CSC-PRD-OPS-009_Precise ID General SOP	Adobe PDF

1.6 Exceptions

The following unusual or atypical circumstances have sometimes been encountered when doing this procedure:

- None identified

1.7 Escalation

The escalation path is:

- Contact Supervisor if unable to access any of the applications used to process the request

1.8 Terms, Definitions, Acronyms and Abbreviations

This section defines the terms used in this procedure.

Name:	Definition:
150 Point Authentication	Is an internal Field Services/ Management Application. It is a high level detailed application where additional details and comments can be inserted.
Consumer Authentication	The process of ensuring that proper authentication of the Consumer has been conducted prior to disclosing any sensitive consumer information and/or fulfilling a consumer's request.
Consumer Authentication Form	A Credit Services Company's form used to verify the identity of a Consumer for the purpose of fulfilling a dispute and/or disclosure request.

Procedure Guide:CSC-PRD-OPS-013_Authentication Procedures

Name:	Definition:
OnBase	The application used to store Consumer files.
Precise ID	An Experian online authentication tool used to verify the identity of a Consumer.
Salesforce	The application used to create and track Audit Records. Such records are recorded and submitted to the proper department(s) for review.

1.9 Roles and Responsibilities

This section describes the typical roles and responsibilities for this procedure. Roles may be assigned to one or more individuals. Conversely, individuals may play one or more roles.

Roles:	Responsibilities / Description:
2.1 Customer Service Representative	Authentication by Phone
2.2 Customer Service Representative	Authentication
2.3 Customer Service Representative	Third Party Authentication
2.4 Dispute Employee	Authentication by Fax, Mail and Email
2.5 Customer Service Representative/Dispute Employee	End-user Inquiry Exception

Process Step:	CSR /Customer Service Representative	DE /Dispute Employee	Process Owner
Team	Operations - Consumer Relations		
2.1 Authentication by Phone	R	I	A
2.2 Authentication	R	I	A
2.3 Third Party Authentication	R	I	A
2.4 Authentication by Fax, Mail and Email	-	R	A
2.5 End-user Inquiry Exception	R	R	A

Procedure Guide:CSC-PRD-OPS-013_Authentication Procedures

Key:	
*	Only if the request is approved/Only if questions arise

Legend:	
R	Responsible for delivering the action (doer)
A	Accountable for the action (needs to be a single person)
C	Consulted before the action (may have information to assist in delivering the action)
I	Informed after the action (need to know basis)

2 Functional Details/Step-by-Step Instructions

The instructions in this section explain the different options available when authenticating a Consumer that wishes to dispute an item on their report, has a question on an item on their report or has a general question.

2.1 Authentication by Phone

2.1.1 How Consumer Calls are Directed

The consumer calls Credco Consumer Relations, if they are requesting a copy of their credit report, or have questions on the content of their credit report. Credco Consumer Relations will attempt authentication over the phone by conducting security verification against the contents of the credit report or credit file. For purposes of this procedure document, the term "security verification" shall be defined as verifying the consumer's name, address, and last 4 digits of their SSN against what is provided on their credit report or credit file as applicable.

Systems accessed.

<u>Credco</u>	<u>SafeRent</u>	<u>TeleTrack</u>	<u>CLCS</u>
<ul style="list-style-type: none"> CSM – Customer Service Module DataHQ Customer Support 	<ul style="list-style-type: none"> SalesForce OnBase 	<ul style="list-style-type: none"> TeleTrack Magic TeleTrack ReportViewer Experian Precise ID SalesForce OnBase AS400 	<ul style="list-style-type: none"> Maestro Experian Precise ID
<ul style="list-style-type: none"> SalesForce OnBase 	<ul style="list-style-type: none"> AS400 		

2.1.2 Dispute/Specific Question Exception

Note

If a third party is calling to file a dispute on behalf of the consumer, then the CSR must conduct a conference call with the consumer and third party to fulfill the request.

If the consumer is calling for a specific question or to dispute an item on the report, a dispute can be filed without full Authentication, if the consumer can provide the following:

- Their first and last name
- Their address
- last 4 digits of the SSN or the consumer can provide the Report Number if they do not wish to provide their social security number.
- They must provide enough information to locate the item(s) they would like to dispute and provide a reason why.
- To locate the correct account that the consumer wishes to dispute, the consumer can provide:
 - Name of Lender/Creditor
 - Original Balance (+/- 10%)
 - Current Balance (+/- 10%)
 - Monthly Payment (+/- 10%)
 - Year Opened

Procedure Guide: CSC-PRD-OPS-013_Authentication Procedures

Notes	<ol style="list-style-type: none"> 1. If the consumer can verify at least 2 pieces of information for the item in question on the applicable report, then you may proceed with assisting the consumer. 2. If the consumer cannot provide the above information, then the complete authentication procedure must be attempted; refer to Task 2.2 Authentication. 3. If the consumer requests a fraud alert, then the consumer must pass security verification and be able to identify two items of information contained in their credit file (for example, Name of lender/creditor, original balance, current balance, monthly payment, year opened, etc.) 4. If the consumer requests an active duty alert, then the consumer must pass security verification and be able to identify two items of information contained in their credit file (for example, Name of lender/creditor, original balance, current balance, monthly payment, year opened, etc.) and provide a copy of their valid active duty papers.
--------------	--

2.1.3 General Questions / Prior to Authentication

Prior to the consumer being authenticated, we are limited to what can be discussed with the consumer. The CSR can answer or discuss general questions the consumer may have, but cannot discuss specific items in the credit report or credit file.

Note	<p>Examples of general questions include, but are not limited to the following.</p> <ul style="list-style-type: none"> • Why would your company appear on my report? • What type of information could appear on my report? • How long can derogatory information appear on my report?
-------------	--

2.2 Authentication

- If it is Credco, SafeRent, or CLCS (Direct to Consumer Line of Business); proceed to Task 2.2.1.
- If it is TeleTrack, or CLCS's Customer, Identity IQ and a consumer does not have a credit report available; proceed to Task 2.2.2.

Notes	<ol style="list-style-type: none"> 1. For CLCS customers and a consumer who needs to attempt manual authentication for the first time; select RELEASE ORDER in the Maestro platform, to release the credit report. 2. For CLCS customers and a consumer who needs to attempt manual authentication, review the fraud alerts in Maestro and validate if the alerts are passable or impassable based on the Excel Fraud alert spreadsheet located on the Training SharePoint Site.
--------------	--

2.2.1 Authentication Steps

1. Begin the 150 point authentication process with the consumer. For a joint report, the applicant and co-applicant will need to individually complete this process.
 - For CLCS consumer's only: If the fraud alert is potentially impassable, then ask the appropriate probing questions (refer to Appendix A; Sample of Probing Questions). If the consumer provides the correct response, proceed to the next step. If the consumer does not provide the correct response, select PENDING and refer the consumer to the appropriate credit bureau to remove the fraud alert. Once the fraud alert is removed, then the consumer needs to contact the applicable, membership department to obtain a new credit report.
 - For CLCS consumer's only: If the fraud alert(s) is impassable; then, select PENDING and refer the consumer to the appropriate credit bureau to remove the fraud alert. Once the fraud alert is removed, then the consumer needs to contact the applicable membership department to obtain a new credit report.
 - For CLCS consumer's only: If the fraud alert(s) is passable, then proceed to the next step.
2. Ask the consumer a series of questions based upon the information reflected on the consumer's credit report.
3. Each question has a point value and the total sum of the verification process must be a minimum of 150 points in order for the consumer to be successfully authenticated.

Procedure Guide: CSC-PRD-OPS-013 Authentication Procedures

4. Listed below are the breakdowns for each verifications and its value:

1. **PERSONAL VERIFICATION** *obtain 75 points from this category.

- Date of Birth (25 pts): Must verify complete DOB (MM/DD/YYYY).
- Previous Address (50 pts): Must verify street name, city and state.
- Employment (50 pts): Current or Previous Employer.

2. **CREDIT VERIFICATION** *obtain 75 points from this category.

a. **Revolving Account** (25 pts, must obtain at least one correct answer)

- Name of Card issuer and year open.
- Name of Card issuer and Credit Limit (+/- 10%).
- Name of Card issuer and Current Balance (+/- 10%).

b. **Loan Account** (75pts, must obtain at least two correct answers regarding one account)**

- Name of Lender.
- Original Balance (+/- 10%).
- Current Balance (+/- 10%).
- Monthly Payment (+/- 10%).
- Year Opened.

*If the consumer does not have enough information on the report to complete the personal verification process, you may substitute with revolving account(s) verification.

**If the consumer does not have loan information, or cannot verify the account(s), you may proceed to revolving accounts first, then personal information to complete 150P.

2.2.2 Authentication Steps - Precise ID

1. Use the Precise ID website to conduct the verification questions.
2. Precise ID website will provide the questions that need to be answered by the consumer to be completely authenticated.
3. Upon completion of Precise ID, whether Pass or Fail, index the decision page into OnBase by using Hyland Virtual Print.

Precise ID Confirmation:

If the consumer passes or fails, one of the following responses will appear:

- **Accept** – the consumer has passed authentication.
- **Refer/Fail**- the consumer did not pass authentication and they will be referred to complete a manual authentication form. The option that the consumer selects will be tracked in Salesforce.

Procedure Guide: CSC-PRD-OPS-013_Authentication Procedures**2.2.3 Failed Authentication Exception**

If the consumer knows what is on the report and has questions on a particular item, the following must be verified prior to discussing only that particular item.

1. Obtain at least two correct answers regarding the account that the consumer wishes to discuss:
 - Name of Lender/Creditor.
 - Original Balance (+/- 10%).
 - Current Balance (+/- 10%).
 - Monthly Payment (+/- 10%).
 - Year Opened.

Notes	<ol style="list-style-type: none"> 1. For SafeRent and Teletrack if the consumer does not have enough information on the report to complete the verification process, then a manual authentication form is required prior to discussing report content. 2. For CLCS, change the authentication status to "Fail" or "Pending". If necessary, the consumer can contact Membership for further assistance.
--------------	---

2.3 Third Party Authentication

2.3.1 Third Party Authorization

If a third party calls in on behalf of the consumer, unless the consumer has provided third party authorization (Check OnBase, or verbally after successful completion of 150P), then we cannot proceed to fulfill the third party request. A consumer requesting a file disclosure in person may be accompanied by a third party and the consumer's file may be discussed in the third party's presence if the consumer has authorized it and the third party has provided reasonable identification.

2.3.2 Third Party Exception

We can accept a third party request, if the following conditions are met, but not limited to:

- Valid (including notarization) Power of Attorney, or Limited Power of Attorney authorizing a third party to discuss the matter
- Consumer's written authorization signed by a notary, if applicable
- The consumer's first and last name
- Address
- Last 4 digits of the SSN or the Report Number if they do not have the consumer's social security number.

If the third party is unable to provide the appropriate documentation to proceed with their request, the CSR must conduct a conference call with the consumer and third party to fulfill the request.

Note

For any scenarios not covered in this section, including how to determine if POA is valid, please reach out to the Supervisor.

2.4 Authentication by Fax, Mail and Email

If the consumer faxes, mails, or emails a request to dispute an item on the report, a dispute can be filed without full Authentication, if the consumer can provide the following:

2.4.1 Authenticated Dispute Exception

- a. Their first and last name
- b. Their address
- c. Last 4 digits of the SSN or the consumer can provide the Report Number if they do not wish to provide their social security number.
- d. Enough information to locate the item(s) they would like to dispute and provide a reason why.

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- e. To locate the correct account that the consumer wishes to dispute, the consumer can provide:
1. Name of Lender/Creditor
 2. Original Balance (+/- 10%)
 3. Current Balance (+/- 10%)
 4. Monthly Payment Amount (+/- 10%)
 5. Year Opened

Notes	<ol style="list-style-type: none"> 1. If the consumer can verify at least 2 pieces of information for the item in question on the applicable report, then you may proceed with assisting the consumer. 2. If the consumer cannot provide the above information, then the complete authentication procedure must be attempted; refer to Task 2.2 Authentication.
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2.4.2 Authenticate

Note	<p>Additional documentation may be required to identify the consumer before proceeding with the request, including but not limited to:</p> <ul style="list-style-type: none"> • Valid Government ID • Copy of SSN card • Utility bill • Rental receipt
-------------	--

1. Review the documentation that was received by fax, mail or e-mail.
2. Consumer can send in the authentication form or a signed letter.
3. Authentication form or letter must contain the consumers name, address, DOB and signature.

Note	DOB can be used for verification if provided on the authentication form, or Valid ID. The TeleTrack Authentication form or letter does not need to contain DOB.
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4. With the authentication form or signed letter, the form and/or letter must also include a valid government issued ID. If no valid ID is provided, the consumer can provide their Social Security card, along with a utility bill or rental receipt, that contains their current address.

Procedure Guide: CSC-PRD-OPS-013_Authentication Procedures

5. Address on ID must match the address provided on the authentication form, consumer letter, or credit report.
6. If the current address is different than what is showing on their ID, the ID address must match an address on their credit report.
7. If the consumer sends in their passport, a utility bill or rental receipt must be provided in order to verify their address.
8. If the ID does not have a matching address to the authentication form or consumer letter, a utility bill or rental receipt must be provided with the current address.

2.4.3 Not Authenticated – Credco, SafeRent or Teletrack

1. If a consumer is not able to be authenticated over the phone, the CSR will refer consumer to obtain manual authentication form from the website, or request to have an authentication form be mailed out to the consumer.
2. If a letter or manual authentication form is received and is not properly filled out or signed, request to have authentication form mailed out to consumer.
3. If an authentication form or a consumer letter is received and is missing the additional attachments that are needed, request for a “More Information Needed Letter” to be mailed out to the consumer with the items marked that are needed to complete their request.
4. If a passport is received and no utility bill, request for a “More Information Needed Letter” to be mailed out to the consumer with the items marked that are needed to complete their request.
5. If an ID is received and the address on the ID does not match the letter, authentication form or the credit report address, or the ID is not valid, request for a “More Information Needed Letter” to be mailed out to the consumer with the items marked that are needed to complete their request.

2.4.4 Non Authenticated - CLCS

The consumer can call back, 3 times, to attempt to pass authentication. If unable to pass on the third attempt, the consumer must contact the applicable membership department for further assistance.

Procedure Guide: CSC-PRD-OPS-013_Authentication Procedures**2.4.5 Salesforce - Credco, SafeRent or Teletrack**

The following fields are required to be completed in Salesforce when a consumer requests a consumer copy, or fails authentication:

- Received date
- Authentication Status (Authenticated/Not Authenticated)
- Consumer Report #
- All Applicant Information Fields
- Business Unit
- Request Type
- Authentication Type
- Consumer Authentication Failure- PID
- Actions Required
 - Manual Authentication Form (When not Authenticated)
 - Consumer Report Copy (When Authenticated)
 - More Information Needed (When provided documentation is insufficient)
- Actions Completed (Upon Completion of Ticket)
 - Sent Manual Authentication Form (When not Authenticated)
 - Sent Consumer Report Copy (When Authenticated)
 - Sent More Information Needed Letter (When provided documentation is insufficient)

2.4.6 Activity Tracking - Credco, SafeRent or Teletrack

All activity is to be documented in the consumer file created/located in Salesforce for tracking and review.

2.4.7 Activity Tracking - CLCS

All activity is documented in the consumer's membership profile located in Maestro for tracking and review.

2.5 End-user Inquiry Exception

2.5.1 End-user Inquiry Exception

If the consumer wants to determine which end-user pulled their credit report using CoreLogic's services, the consumer must provide the following information prior to fulfilling their request:

- a. Their first and last name
- b. Their address
- c. Last 4 digits of their SSN or the consumer can provide the Report Number if they do not wish to provide their social security number.
- d. Their DOB (If received by phone and inputted by the end-user)
- e. The date of the inquiry in question (+/- 2 days)

Note

If the consumer cannot provide the above information, then the complete authentication procedure must be attempted; refer to Task 2.2 Authentication or 2.4 Authentication by Fax, Mail and Email.

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3 Reports

N/A

DCR-22367

4 Appendix A: Sample of Probing Questions

Fraud Alert	CSR Probing Question
High probability SSN belongs to another	Have recently gotten married?
Credit established before age 18	Can you please verify your complete date of birth?
Active Duty Alert: I am currently on active military duty	What was the month and year the alert was placed on your credit file?
Active Duty Alert on file	If available, what is the phone number associated with your fraud alert
Initial Fraud Alert on file	
Extended Fraud Victim Alert on file	

5 Quality Audit(QA) Checklist

Please ensure any updates made to an SOP are calibrated with the QA team.

DCR-22361

To: Carmen Arroyo Page 2 of 4

2016-12-13 15:07:41 (GMT) CT Fair Housing Cent From: Connecticut Fair Housing C

**EXHIBIT
AJ****Connecticut
Fair Housing Center**

December 12, 2016

ArtSpace Windham
Michael Cunningham
Winn Residential

By EMAIL

Dear Mr. Cunningham,

As you know, our office represents Mikhail Arroyo. This is my third written request to you for a reasonable accommodation in this case. Mr. Arroyo is a person suffering a significant disability who is applying to live at ArtSpace Windham with his mother, Carmen Arroyo. I first contacted you on November 28, 2013 about this case. I sent you a second request on November 30, 2016.

You denied Mr. Arroyo's application to live at ArtSpace Windham because of some factor which you will not reveal to us. I understand from his mother that Mr. Arroyo had a minor problem with the law a number of years ago.

Because of Mr. Arroyo's disability he is quite incapable of engaging in any criminal behavior now or in the future. I am enclosing a letter from his doctor attesting to this. Because of his disability he will be completely dependent upon his mother for help and he will not be able to leave his apartment without her assistance. He is severely limited in his mobility and he cannot speak. As a reasonable accommodation I ask you to ignore his criminal record, or whatever it is that is causing you to deny his application.

This is an urgent matter. As this is my third request to you please provide us with an answer to this request by Friday, December 16th. A failure to respond to a reasonable accommodation request can be seen as a violation of the Fair Housing Act.

Yours truly,

Maria Cristina Cuerda
Fair Housing Specialist

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