

Campus Town Development – Residential Component
Private Student Housing on the Campus of the College of New Jersey
Fall 2026 – Spring 2027

Introductory Letter – Lease Application Acknowledgment and General Information

Date:

Subject: Conditional Acceptance of Housing Application and Lease Execution Instructions

Dear

We are pleased to inform you that your housing application has been **conditionally accepted**. To secure your housing assignment at Campus Town, you must complete and return the enclosed Leasing Packet, which includes the following documents: (i) the **Apartment Lease Agreement** (the "**Lease**"); and (ii) the **Guaranty Form** (the "**Guaranty**").

Please read this letter carefully. All instructions outlined below must be followed in order to finalize the Lease and secure your selected apartment type (one-bedroom, two-bedroom, or four-bedroom), subject to availability.

1. Instructions for Completing the Leasing Packet

All Lease documents will be executed electronically through DocuSign, our secure online signing platform.

Step 1: Resident Responsibilities

By completing the Campus Town Residential Application, you have received this DocuSign document with access to your Lease.

- Please review the entire Lease carefully, then sign and initial all required fields directly within DocuSign.
- All statements on page 22 of the Lease must be thoroughly reviewed and initialed electronically.
- If you are under the age of 18, your parent or legal guardian must complete and sign the Lease on your behalf within the DocuSign platform.

Once you have finished signing and initialing your portion of the Lease, **DocuSign will automatically forward the Lease to your designated legal guardian and/or guarantor** for completion and electronic signature. No further action is required by you to initiate this step.

Step 2: Guarantor Responsibilities

After the Resident's portion of the Lease has been completed, the Guarantor identified in your housing application will automatically receive an email from DocuSign containing the Guaranty Form and instructions for electronic signature. The Guarantor must review and initial the Lease, and review, sign, and submit the Guaranty electronically through DocuSign to finalize the Lease.



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2. Responsibility Under the Lease

Please be advised that both the **Resident** and the **Guarantor** will be **jointly and individually responsible** for all obligations outlined in the Lease. **This means that each of the Resident and the Guarantor is responsible for the full amount of any unpaid financial obligation owed by the Resident to the Landlord under the Lease.**

3. Eligibility for Residency

Residency at Campus Town is available exclusively to students enrolled at The College of New Jersey (TCNJ). To be approved for residency, an applicant must qualify as one of the following:

- a full-time matriculated student at TCNJ;
- an incoming freshman who will attend TCNJ on a full-time basis; or
- an incoming non-matriculating freshman enrolled in TCNJ's **Pathway Program** (a student who is taking a minimum of three (3) courses in the Fall Semester with the option to transition to full-time status upon successful completion). For more information, please refer to pathway.tcnj.edu/program-information/.

In addition, the following conditions apply:

- **Enrollment Requirement:** Residency is conditioned upon continuous enrollment in one or more courses at TCNJ. Any Resident who is not enrolled in at least **one (1) credit hour** during the Fall or Spring semester will be in violation of their Lease and may be required to vacate the premises. Even if a Lease is terminated due to a Resident's ineligibility, the Resident shall continue to be financially responsible for all rent payments until the earlier of: (i) the date that the Resident's apartment is re-rented, or (ii) the end of the then-current semester.
- **Individual Lease Requirement:** Each Resident must have an individual Lease. Additional occupants are not permitted.
- **Primary Contact:** Unless you are under the age of 18, you, as the Resident, will be the primary contact for all Lease and residency-related communications. The Resident is responsible for contacting the property management office with any questions regarding billing, payment, or any issues relating to their residency at the Campus Town Development.
- **Residents Under 18:** Any prospective Resident under the age of 18 must notify the property management office of his or her parent or legal guardian to ensure proper execution of the Lease and Guaranty via DocuSign.

4. Guarantor Requirements and Lease Ratification

All Leases **MUST** be guaranteed by a qualified Guarantor who meets the Landlord's financial and credit requirements.

- The Guarantor acts as a co-signer and is **legally bound** by all terms of both the Lease and the Guaranty.
- The Resident is responsible for addressing all billing, payment, and Lease-related inquiries with the Campus Town office.



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- **Social Security Numbers (“SSNs”)** for both the Resident and the Guarantor are required for identity verification and may be used in the event of delinquent payment or legal action. Once submitted, SSNs will be obscured with asterisks (***) in all printed copies of the Lease.
- If the Resident is under the age of 18 at the time of signing, a parent or legal guardian must serve as the Guarantor and formally ratify the Lease.
- Upon reaching the age of 18, the Resident will be required to execute a separate instrument to memorialize the Resident’s ratification of the Lease. If the Resident fails to ratify the Lease, the Lease may be terminated, at which time the Resident will be required to vacate the premises. Legal action may be pursued if the Resident does not vacate as required. Please note that the Guarantor’s obligations remain enforceable, even if the Resident does not ratify the Lease.

5. Renter’s Insurance (Recommended)

Although not required, it is **strongly recommended** that all Residents obtain **renter’s insurance**. Renter’s Insurance can: (i) provide protection against personal injury claims arising from an incident that occurs within the apartment; and (ii) protect a Resident if the Resident’s personal items are stolen or damaged by fire or water leaks.

6. Leasing Administration and Processing Fee

A **non-refundable fee of \$125** is required to cover the administrative and processing costs associated with Lease preparation. No additional Lease Reservation Fee is required.

7. Payment Options

Residents may make payments of rent based upon the below schedules:

- **One (1) full payment per semester** – Fall and Spring; or
- **Eight (8) equal monthly installments** – Four (4) payments in the Fall and four (4) payments in the Spring.

For further details, please refer to the terms and provisions of the Lease contained in this Lease Packet.

8. Campus Town Contact Information

We encourage you to contact or visit our office with any questions or concerns:

Campus Town Management Office
600 Campus Town Drive, Suite 300
Ewing, NJ 08638

 **Email:** campustown@campustowntcnj.com

 **Phone:** 609-273-7925

 **Website:** www.campustowntcnj.net

Stay informed by following us on social media:



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- Instagram: @campustowntcnj
- Facebook: @campustownattcnj
- TikTok: @campustowntcnj

We look forward to welcoming you to the Campus Town community. Please monitor your email for the DocuSign invitation and complete your portion of the Lease as soon as possible to secure your apartment assignment.

Sincerely,

Campus Town Management Staff

Apartment Lease Agreement

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Apartment Lease Agreement

THIS APARTMENT LEASE AGREEMENT (this “**Lease**”) is made by and between **CAMPUS TOWN EDUCATION ASSOCIATION INC.** (the “**Landlord**”) and _____ (the “**Resident**”) for “Occupancy” (as such term is defined in **Section 10**) in the Room identified in **Section 10** below located in the Residential Component of the College of New Jersey Campus Town Development (the “**Residential Facility**”).

The Residential Facility is a privately owned and operated residential housing community located on the campus of, and catering to students enrolled at, the College of New Jersey (“**College**” or “**TCNJ**”). The Landlord and the Resident (or the Parent or Legal Guardian of the Resident, if the Resident is under 18 years of age) are sometimes referred to herein, collectively, as the “**Parties**,” with each sometimes being referred to, separately, as a “**Party**.” By executing this Lease, the Parties hereto agree to the following terms and conditions for Occupancy in the residential Unit and Room covered by this Lease.

1. **LANDLORD’S AGENT.** The Landlord has hired PRC Management Co., Inc. (the “**Agent**”) as its property manager to conduct and handle all business operations for the Residential Facility. The Agent’s duties, responsibilities, and authority encompass and extend to: (i) addressing Resident issues; (ii) enforcing the terms and provisions of this Lease and the other policies and procedures of the Landlord (and the College that may be applicable to the Residents and the Residential Facility); and (iii) collecting Rent and Additional Rent (as each term is defined herein). Note that when the term “Landlord” is referenced herein, Agent is fully authorized to act on Landlord’s behalf. The Landlord reserves the right to replace the Agent at any time during this Lease without the consent of Tenant, and any reference to the Agent in this Lease shall include any successor agent designated by Landlord from time to time.
2. **GENERAL CONDITIONS.**
 - a. The Resident’s right to occupy the Unit and Room under this Lease is ***expressly conditioned on and specifically subject to:*** (i) the Resident being, at all times, actively enrolled in no less than one (1) college credit as a student of the College; and (ii) the Resident’s full compliance with the terms, conditions, and provisions of this Lease and the Campus Town Resident Handbook. Housing in the Residential Facility is offered as a service to students of the College and is intended solely for members of the College community. As with all TCNJ students, the Residents of the Residential Facility are subject to all non-housing College policies, rules, regulations, procedures, requirements, protocols, and responsibilities.
 - b. The Residential Facility is **not** part of the College’s official student housing inventory. It is privately owned and operated independently from the College. Accordingly, while Residents must comply with TCNJ’s housing policies, as well as all other rules, regulations, and procedures established by the College (as outlined in College catalogs, newsletters, announcements, or other official documents), in the event of any conflict between the Landlord’s housing policies and those of the College, the **Landlord’s policies shall take precedence.**
 - c. This Lease is **personal to the Resident** and is **not transferable**. The Resident may not assign their rights under this Lease or sublet the Unit. Any attempted transfer, assignment, or sublease shall be immediately



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null and void, in accordance with Section 15 of this Lease. A violation of this provision constitutes grounds for termination of the Lease for cause.

- d. The Agent may modify the policies and regulations governing the Residential Facility by providing the Resident with at least **seven (7) days' written notice** before the changes take effect, except when such changes concern the **health and/or safety** of persons living in the Residential Facility. In those cases, the Landlord may implement changes with shorter notice—or immediately—at its reasonable discretion.

Failure to comply with any of the terms of this Lease may result in termination of the Lease.

3. **LEASE TERM.** The Term of this Lease shall correspond to the College's full academic year. The Lease Term shall begin on Friday, August 21, 2026 (the "**Start Date**"), and shall end on Wednesday, May 19, 2027 (the "**End Date**"). However, Residents who are graduating and participating in the **2027 Commencement ceremony** shall be permitted to remain in the Room until **Friday, May 21, 2027**. Graduating Residents approved to remain for Commencement must **vacate their Unit and Room no later than 7:00 p.m.** on their designated move-out date.

Actual "move-in" dates and actual commencement of occupancy of the Unit and Room, as well as final, mandatory "move-out" dates shall be established and posted (with Notice to the Resident) by the Landlord. Residency pursuant to this Lease is NOT governed by College operations. This Lease shall remain in place and in full force and effect irrespective of the manner in which the College elects to conduct classes (in-person, remote, hybrid, or otherwise).

Residents may request an early move-in date; such requests will be granted solely at the Landlord's discretion. The availability of early move-in dates may be limited due to summer programs or summer session housing. Early move-ins will be accommodated only on a first-come, first-served basis and are subject to availability.

4. **RENT.**

- a. This Lease serves as a final and definitive notice of payment dates, deadlines, and amounts due. **Bills, invoices, or statements are NOT required and will NOT be sent to the Resident** (or Parent or Legal Guardian of the Resident, if applicable).
- b. **For account information and to make payments online, please log on to the Landlord's residential housing Portal at:**
- <https://campustown.starrezhousing.com/StarRezPortalX>
- c. Rent shall be based on the type of Unit and Room designated in and governed by this Lease. The Resident may elect to pay the Rent either: (i) in two (2) payments on a **per semester** basis; or (ii) in eight (8) payments on a monthly installment basis, in each case, as illustrated in more detail on the following page.

[Rent Payment Schedule is on the Following Page]



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Below is the Payment Information for each Apartment Type for 2026/2027 Academic Year:

Apartment Type Resident Selected: _____

Apartment Type	Room Rate Rent Schedule	Room Rate Cost (Per Person)	Payment Dates (Month/Day)	2026/2027 Academic Year Cost
Four Bedroom; 4 Bedrooms/2 Bath	Monthly	\$1,874.00	(2026) 8/1, 9/1, 10/1, 11/1 (2027) 1/1, 2/1, 3/1, 4/1	\$14,992.00
Four Bedroom; 4 Bedrooms/2 Bath	Semester	\$7,496.00	8/1 (2026) and 1/1 (2027)	\$14,992.00
Two Bedroom; 2 Bedrooms/2 Bath	Monthly	\$2,184.00	(2026) 8/1, 9/1, 10/1, 11/1 (2027) 1/1, 2/1, 3/1, 4/1	\$17,472.00
Two Bedroom; 2 Bedrooms/2 Bath	Semester	\$8,736.00	8/1 (2026) and 1/1 (2027)	\$17,472.00
One Bedroom; 1 Bedroom/1 Bath	Monthly	\$2,438.00	(2026) 8/1, 9/1, 10/1, 11/1 (2027) 1/1, 2/1, 3/1, 4/1	\$19,504.00
One Bedroom; 1 Bedroom/1 Bath	Semester	\$9,752.00	8/1 (2026) and 1/1 (2027)	\$19,504.00

Note: ONE-BEDROOM APARTMENTS ARE AVAILABLE IN TRADITIONAL ONE-BEDROOM AND OPEN CONCEPT STUDIO FORMATS. CAREFULLY REVIEW THE AVAILABLE FLOOR PLANS BEFORE SELECTION.

- d. Rent is due and payable **in advance** on the dates specified in the foregoing Schedule for the payment option selected. Rent shall be paid to the Agent at the on-site Residential Management office, or at such other address designated in writing by the Agent.



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- e. Rent may be paid by personal check, cashier's check, certified check, money order, or by any alternate electronic method that the Agent chooses to make available. **NO endorsed second-party checks (checks made payable to a second party and endorsed over by such second party) will be accepted.** Mailed payments shall be credited to the account on the day they are received by the Landlord.
- f. Rent **includes** all utilities, cable, Wi-Fi, and wired internet. **Rent is NOT based on square footage. Apartment diagrams used in marketing are artist renderings and, thus, are subject to change and variation.** Individual bedrooms may *vary in square footage* based on the architectural design and layout of each building/Unit.
5. **ADDITIONAL RENT.** The Late Fee, Insufficient Funds Fee, Convenience Fee, and any other fees, charges, and expenses required to be paid by the Resident under the terms of this Lease shall be collectively referred to herein as "**Additional Rent**".
- a. **MAILED PAYMENTS:** Personal checks made payable to Campus Town Education Association, Inc. must be hand-delivered or mailed to the following address:
- Campus Town Residential Management Office, 600 Campus Town Drive, Suite 300, Ewing, NJ 08638**
- Mailed payments shall be credited to the account on the day they are received by the Landlord. The Resident is advised to make any mailed payments well in advance of the due date to avoid Late Fees as a result of a postal service delay.
- b. **CONVENIENCE FEE; ELECTRONIC PAYMENT OF INSTALLMENT:** The Resident may elect to pay Rent or Additional Rent online with a credit card on the Residential Facility website (www.campustowntcnj.net). Each credit transaction shall be subject to a non-negotiable Convenience Fee equal to **2.95%** of the payment amount. The amount of the Convenience Fee is **subject to change**. The Convenience Fee is a third-party provider fee and cannot be waived. The Resident has the option to elect to pay an installment online with a "bank draft" or "electronic check" to avoid the Convenience Fee. In order to set up a bank draft payment, the Resident must provide a bank account and routing number. Any payment with a debit card, but **processed as a credit transaction**, will incur the Convenience Fee. Failure to pay the total sum due for any installment shall be an Event of Default. It is the sole responsibility of the Resident to ensure electronic payments are made in a timely manner. The Resident is advised to verify via the portal the sending of electronic payments on or before the due date to avoid Late Fees.
- c. **LATE FEE:** The Resident shall pay the full amount due in U.S. funds at the on-site Residential Management office or at such other place as may be designated by the Agent or online on or before the payment due date. In the event any payment of Rent or Additional Rent is not received by the Agent before the close of business on the third (3rd) day following the particular payment due date, the Resident shall pay a Late Fee equal to the lesser of: (i) fifty dollars (\$50.00) for installments received on the fourth (4th) day and an additional five dollars (\$5) per day if the installment is not received until thereafter; or (ii) the maximum amount allowable under applicable law. If the third (3rd) day following the payment due date falls on a Saturday, Sunday, or legal holiday, the amount due must be received before the close of business of the



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next business day. The Resident further agrees that the Agent has the exclusive right to determine how the Resident's payments are applied towards the outstanding monetary obligations of the Resident under this Lease. Delivery of Rent and Additional Rent to the Agent is the sole and singular responsibility of the Resident. Any Resident that fails to pay any accrued Late Fees within twenty (20) days from the imposition of the first outstanding Late Fee shall be subject to eviction proceedings. A Resident who fails to pay any accrued Late Fees prior to the end of the Spring semester will not be eligible for a new Lease at the Residential Facility until all accrued Late Fees are paid in full. If a Resident enters into a new Lease for an apartment in the Residential Facility while a past due balance remains outstanding, the Resident will not receive their keys until such past due balance (including Late Fees, if any) is paid.

- d. **RETURNED PAYMENT:** Any returned payments caused by the Resident or the Resident's banking institution, including, but not limited to, insufficient funds, incorrect account information, or stopped payments, shall be subject to a Returned Payment Fee of fifty dollars (\$50.00) for each returned payment returned by the Resident's bank or other payment platform or modality (e.g., paper check, electronic check or alternate electronic method, credit card, debit card, or other medium) charged to the Resident's account. If a payment is returned or rejected for insufficient funds, the Agent has the right and option to require all future installments and charges to be paid by the Resident solely in the form of a cashier's check or money order.
- e. **FINANCIAL AID:** If the Resident intends to apply a portion of the Resident's financial aid or scholarship monies to the Rent and wants to request a delay in payment until such funds become available, the Resident must complete and submit the Resident's Financial Aid Agreement along with supporting documentation to the Agent, which the Agent, in its sole discretion, may approve or deny. The proof of any commitment to pay, by the financial aid institution, reasonably satisfactory to the Landlord, must be received prior to the deadline established in the Financial Aid Deferment Policy, otherwise, the Resident will be charged Late Fees as set forth in Section 6(c) above, until such proof of commitment is received. The Financial Aid Deferment Policy will be available on the student portal and updated as necessary.
- f. **GUARANTY:** This Lease is conditioned upon a suitable Guarantor providing a binding continuing guaranty of the lease (the "**Guaranty**"), which Guaranty constitutes an essential inducement for the granting of this Lease by the Landlord. The Landlord, through the Agent or otherwise, reserves the right to terminate this Lease as described in Section 13 in the event such Guaranty is not fully executed and returned to Agent within fifteen (15) days after the date of execution of this Lease by the Resident, or if such Guaranty is not fully executed and returned to the Agent prior to occupancy, whichever occurs first. For residents under 18 years of age, the Guaranty must be obtained from, and signed by, the Parent or Legal Guardian (or responsible sponsor) of the Resident. The Agent reserves all permitted and lawful rights for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease sets forth legal and binding obligations of Resident, and Resident shall be fully bound hereby. Further, the execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of the Lease, including payment obligations, and shall not be construed as a release of Resident's responsibilities and obligations hereunder.

7. LEASING ADMINISTRATION AND PROCESSING FEE. The Landlord no longer imposes a Lease Reservation Fee. However, there is a \$125 Leasing Administration and Processing Fee, which is **non-refundable** and is not



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applied to any rental charges. The Leasing Administration and Processing Fee will be used to defray costs and expenses associated with the initial administration and processing of apartment lease agreements and guarantee transactions.

8. **INDEMNIFICATION AND INSURANCE NOTICE.** Neither Landlord nor Agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, Room, the Residential Facility, or any part thereof, unless such damage or injury is the result of the gross negligence or willful misconduct of Landlord or Agent, their agents, or employees. The Landlord highly recommends that the Resident acquire insurance coverage. **The Landlord recommends fire, extended coverage, and liability insurance with respect to the Resident's contents in the Unit and Room.** The Resident shall be responsible for acquiring any desired insurance coverage. If the Resident acquires insurance coverage, the Landlord and PRC Campus Centers, LLC request that each be included as additional insureds under the liability insurance policy. Resident understands that neither Landlord nor Agent's insurance covers Resident's belongings from losses not caused by Landlord or Agent's negligence. The Agent recommends that the Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." The Agent recommends and encourages the Resident to lock doors and to take other measures to secure his/her own personal property at all times. The Resident may, at his/her own risk, leave personal property in his/her Unit or Room during holidays, breaks, or other low occupancy periods; but the Agent suggests the removal of any and all valuable personal property during such periods.
9. **REQUIRED ENROLLMENT IN THE COLLEGE.** The Resident's rights to Occupy the Unit and Room and to use the Residential Facility under this Lease are expressly conditioned upon and subject to the Resident being admitted, enrolled, and in good standing, on a full-time basis, as an undergraduate or graduate student of the College (the "**Required Enrollment Status**"). It shall be an Event of Default under this Lease if the Resident at any time during the Lease Term does not satisfy the Required Enrollment Status. Any failure by the Resident to satisfy the Required Enrollment Status shall not release the Resident from his/her obligations under this Lease. The Resident grants permission to the Agent to request and receive information from the College, and for the College to release information to Agent, to verify the Required Enrollment Status of the Resident, including but not limited to GPA, judicial/disciplinary status or history, payment status or history, enrollment status and history, eligibility for housing, and financial aid eligibility/disbursement. Upon written request of the Agent, the Resident shall provide the Agent all information reasonably requested to prove his/her Required Enrollment Status.
10. **OCCUPANCY/HOLDOVER.** Occupancy shall mean, and shall **NOT** occur until, a key has been issued by the Agent to the Resident for Room Number _____ (the "**Room**"), located in or forming part of Unit _____ (the "**Unit**") in Building _____. Upon the issuance of a key by the Agent, the Resident may then occupy the designated Room and Unit for the Lease Term, subject to the Resident's compliance with the terms of this Lease. Occupancy begins upon issuance of a key to the Resident and ends on either (i) the final, mandatory "move-out" date established and posted (with Notice to the Resident) by the Landlord, or (ii) within twenty-four (24) hours after the Resident completes his/her final exams for the Spring Semester, **whichever occurs sooner**. Written authorization from the Agent is required for any other occupancy arrangement. Occupancy does not require the actual physical presence of the Resident or his/her belongings. In the event



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Resident does not timely vacate the Room or Unit following termination or End Date of this Lease, the Resident shall be deemed a tenant at sufferance and shall be liable for holdover rent in an amount equal to the **lesser of**: (i) 200% of the Rent due under this Lease (prorated for the holdover period); or (ii) the maximum amount allowable under applicable law. If the Agent shall commence legal action as a result of the Resident's holding over, the Resident shall also be responsible for paying any and all court costs and reasonable attorney's fees incurred by the Agent as a result, which shall be considered and deemed Additional Rent under this Lease.

- 11. CHECKOUT / DAMAGES.** If the Resident has occupied the Room and Unit designated herein, the Resident must follow proper checkout procedures to avoid additional checkout and/or lock change fees. Personal property of the Resident that remains in the Room, Unit, or Residential Facility after termination of the Lease will be considered abandoned and discarded, if not retrieved within thirty (30) days of the Agent's written notice to the Resident at the Resident's Home Address specified on page 17, below. At the discretion of the Agent, Room and/or Unit damage charges, if any, will be assessed to the responsible resident. The Resident is responsible for all damage to his/her Room. If the actual cause of Unit damage cannot be ascertained, the expense of such Unit damages may be allocated among all Unit occupants. **NOTE: the Residents are required to repair or pay the costs to repair all damages caused by affixing and/or removing anything hung from or attached to the walls or light fixtures, including but not limited to drill holes, peeled paint or drywall, or dents. Any damages to the drywall exceeding ½" in diameter shall be repaired by the Landlord at the Resident's expense.** Furthermore, damages within common spaces on a particular floor may be allocated among all units/rooms on said floor, unless responsibility for damage is admitted by a particular resident or residents. All impositions for the repair of damaged property shall constitute Additional Rent under this Lease and are due and payable to the Agent within fifteen (15) days of the Agent's written demand to the Resident for payment of same. The Agent's reasonable determination of the cost to correct damages shall be considered final and conclusive. Any excessive utility charges will also be imposed as Additional Rent and will be assessed against the responsible units and split among the residents of such units. Such charges shall be due and payable to the Agent, as Additional Rent, within fifteen (15) days of the Agent's written demand therefor to the Resident.

If a Resident vacates a Room/Unit before the Lease End Date, the Resident, in addition to being and remaining liable for any and all outstanding and unpaid Rent and Additional Rent, shall be responsible for the cost of having the Room/Unit prepared for the next resident. In addition to any damage/cleaning or additional preparation costs, the vacating Resident shall be responsible for paying, as Additional Rent, a \$300.00 turnover administration fee. See Section 15 regarding **requests** for early Lease termination.

- 12. ASSIGNMENT OF ROOM/UNIT.** This Lease is for the Occupancy of a Room (bedroom) and a portion of a furnished Unit of the Residential Facility (unless the Unit is a single-bedroom unit), as designated in Section 10 of this Lease. **The foregoing notwithstanding, the Landlord and the Agent shall have the absolute right to change the Room and Unit specified herein that may be required for purposes of consolidation of occupancies, to achieve a necessary reassignment of occupants, or for other necessary reasons.** In that regard, the designation of a specific Room or Unit herein, and roommate requests, including mixed gender roommate requests, are not and cannot be guaranteed. Requests for mixed gender housing must be expressly agreed upon by all occupants and completely fill the occupancy availability of the Unit. If an individual in a mixed gender apartment is approved for the early termination of his/her lease, the remaining residents of the unit may be reassigned to other same gender apartments. This Lease cannot be terminated based on a failure to receive



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requested roommates. Upon a request submitted to the Agent and payment of a \$100 administrative fee by the Resident, the Agent, in its sole discretion, may approve changes in Room and/or Unit assignments. Only Agent is permitted to make Room/Unit assignment changes, and the Agent reserves the right to make such changes as it deems necessary and appropriate. If the Resident changes his/her unit assignment without the Agent's approval, the Resident will return to his/her original Unit assignment and agrees to pay an assessed penalty of \$300 for the Agent's costs and expenses involved in the unauthorized change of Unit. The Agent reserves the right to require Resident to move to a different Room/Unit for reasons ***including, but not limited to:*** 1) assuring the most effective use of the Residential Facility (including consolidation and allocation of handicap equipped spaces), or 2) when College officials and/or Agent deem it advisable for the welfare and benefit of Resident and/or other students, or 3) when repairs and maintenance are required to correct a condition dangerous to the health and/or safety of the Resident or other residents, or 4) when conflicts between the Residents of a Unit cannot be reasonably resolved through mediation by the Landlord. ***Conflicts between the Residents of a unit are subject to mediation by the Landlord. By signing this Lease, the Residents agree to participate in mediation by the Landlord for any reported conflicts. Residents that fail to participate in mediation required by this Lease shall be subject to eviction at Landlord's sole discretion.*** Unless otherwise required by law, the Landlord shall determine what actions will be taken in its sole and absolute discretion. The Americans with Disability Act (ADA) requires that accessibility needs be accommodated by the Agent. Accordingly, if the Resident has mobility impairment, the Resident may request accommodations from the Agent. Certain units of the Resident Facility are already equipped with certain accommodations, and the Resident should not remove or otherwise adjust such accommodations. Those needing ADA accommodations will not have early access to the apartment selection process. Accommodation requests will be processed as they are received. The request for an ADA accommodation does not guarantee that one will be given, or that any specific apartment type (i.e. 1-bedroom, 2-bedroom or 4-bedroom) will be accommodated, as the request for any such accommodation will be solely based on Landlord's availability of such Units.

RESIDENTS ARE REQUIRED TO FOLLOW ALL RULES AND REGULATIONS OF THE RESIDENTIAL FACILITY AND ARE ADVISED TO CAREFULLY REVIEW THE RESIDENT HANDBOOK. RESIDENTS MUST COMPLY WITH ALL ASPECTS OF THE GUEST POLICY, INCLUDING THE CONSENT REQUIREMENTS AND THE LIMITATIONS ON OVERNIGHT VISITORS.

- 13. FAILURE TO OCCUPY.** The Resident's abandonment of a Room and/or Unit, regardless of whether such abandonment is voluntary or involuntary, shall constitute an Event of Default. Upon the Resident's abandonment, in addition to other remedies following an Event of Default, the Agent shall have the right to re-lease the Room and/or Unit upon such terms as the Agent, in its discretion may deem reasonable and advantageous; and, in the event of such re-leasing, the Resident shall be and remain liable for: (i) any deficiency in Rent, (ii) expenses incident to such re-leasing, (iii) damages which Agent or Landlord may sustain by virtue of Resident's abandonment and (iv) any other Additional Rent due. In the event of the Resident's abandonment of the Room and/or Unit or failure of the Resident to occupy the Room and/or Unit:
- a. the Agent may enter and take possession away from the Resident, by court proceeding or any other means permitted by law; and
 - b. the Agent is neither obligated to obtain permission from the Resident to assign a new resident to the Resident's Room and/or Unit, nor to inform the Resident of any new resident assignment or move in.



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Examples of abandonment of the Room and/or Unit shall include, but not be limited to, the Resident's return of keys or delivery of a written request to terminate during the Term, or the Resident's failure to check-in or pick-up keys within seven (7) days of the Start Date.

14. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an Event of Default under this Lease:

- a. the Resident's failure to make any full and timely payment of Rent and Additional Rent when due;
- b. the Resident's failure to comply with any of the other provisions of this Lease;
- c. the Resident's failure to take occupancy or Abandonment of the Room/Unit as described in Section 13;
- d. the Resident's failure to comply with the Resident Facility rules and regulations or any applicable local, State or Federal laws pertaining to the Resident's occupancy;
- e. the Resident's failure to satisfy the Required Enrollment Status at any time during the Lease Term;
- f. Any fraud, forgery, misrepresentation, or omission by Resident in connection with this Lease or Guaranty; or
- g. Any other event that is specifically identified as an Event of Default under this Lease.

15. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, in addition to any other remedies provided in this Lease or otherwise available at law or equity, the Agent and/or the Landlord shall have the right to:

- a. re-enter the Room/Unit to take possession upon giving notice as required by law, if any, and by means of summary dispossess proceedings or any other method permitted by law; and/or
- b. accelerate and declare the Rent for the entire Lease Term immediately due and payable, and the Agent may proceed to collect the Rent due for the entire Lease Term; and/or
- c. collect from the Resident all of the Landlord's expenses, including reasonable legal fees incurred in legal proceedings and otherwise to recover possession and all costs involved in re-renting and any difference between the Rent provided by this Lease (including fees and costs as described herein) and the rent received by the Landlord under the new lease, if any. All expenses of the Landlord pursuant to this Section 14 shall be considered Additional Rent; and/or
- d. institute a lawsuit or action to enforce its rights under this Lease; and/or
- e. declare any previously executed renewal of the Lease null and void; and/or
- f. declare the Resident ineligible to lease any Room/Unit in the Residential Facility in the future.



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

WARNING: IN THE EVENT THE LANDLORD/AGENT IS REQUIRED TO INSTITUTE LEGAL PROCEEDINGS AGAINST THE RESIDENT AND/OR GUARANTOR AND THE LANDLORD/AGENT IS AWARDED A JUDGMENT, SUCH JUDGMENT MAY ADVERSELY IMPACT THE RESIDENT AND/OR GUARANTOR'S CREDIT SCORE. THIS CAN AFFECT APPLICATIONS FOR CREDIT, HOUSING, AND/OR EMPLOYMENT OPPORTUNITIES.

16. REQUEST FOR SUBSTITUTION. This Lease is a legally binding agreement, which cannot be unilaterally terminated by the Resident. The following terms and provisions apply to circumstances in which the Resident seeks to be relieved from the Lease, provided however, that in all such circumstances, the Agent has no obligation to approve a request by the Resident for a release from the Lease or to find a replacement resident, except as required by law.

- a. **REQUEST TO BE RELEASED FROM LEASE OBLIGATION PRIOR TO THE START DATE.** If the Resident seeks to terminate the Lease for any reason before the Start Date, the Resident must submit a written request to the Agent to be released from the Lease and the Lease obligations on a form authorized by the Agent. A request to terminate this Lease prior to the Start Date will only be approved if the Resident or the Agent is able to find a replacement resident who signs a new lease on the same terms and conditions as this Lease.
- b. **REQUEST TO BE RELEASED FROM LEASE OBLIGATION AFTER THE START DATE.** If the Resident seeks to terminate the Lease for any reason (including for foreign study programs or otherwise) after the Start Date (at the end of the fall semester or at any other time), the Resident must submit a written request to the Agent to be released from the Lease and the Lease obligations on a form authorized by the Agent. A request to terminate this Lease after the Start Date may be approved by the Agent subject to the Resident's satisfaction of the following conditions: (i) the Resident (or Agent) is able to find a replacement resident; (ii) the replacement resident (and an acceptable guarantor) must sign a *new* lease on the same terms and conditions as this Lease; and (iii) the Resident pays an administrative charge, in the amount of \$300.00, to the Agent, which will be used to clean and prepare the Room/Unit for the new resident.
- c. **SUSPENSIONS/EVICTIONS.** TCNJ has full discretion to suspend and/or expel students from the College. In the event the College suspends or expels any Resident, that Resident will no longer be eligible for residency at the Residential Facility and will be required to vacate effective concurrently with the effective date of TCNJ's decision. Residents who are no longer eligible to reside in the Residential Facility due to violations of the terms of this Lease or for failure to maintain the Required Enrollment Status as described in Section 9 above, will, nonetheless, remain responsible for all obligations of the Resident under this Lease, including, without limitation, the obligation to pay Rent and Additional Rent. If the Resident is evicted following an Event of Default under this Lease, the Resident will no longer be permitted to reside in or visit the Residential Facility. If, based upon reasonably reliable information, the



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Landlord/Agent or College officials determine that the Resident may pose a threat to himself, herself, or to the safety of others, and/or to the stability of normal educational functions of the College, the Resident may be temporarily suspended and removed from the Residential Facility at the sole and absolute discretion of the Agent pending the outcome of a judicial or administrative hearing. Removal of any Resident who does not willingly vacate after the Resident loses eligibility to reside in the Residential Facility shall be effectuated by eviction proceedings. **NOTE: LEGAL EVICTIONS WILL IMPACT A RESIDENT'S CREDIT REPORT AND MAY RESULT IN ADVERSE HOUSING DECISIONS IN THE FUTURE.**

- d. **NO WAIVER.** The Landlord/Agent shall not be deemed to have waived any rights or remedies under this Lease or other applicable laws by accepting the keys for the Unit from the Resident or Guarantor.

17. NAME, IMAGE AND LIKENESS RELEASE. The Resident gives the Landlord and the Agent permission to use, without liability or remuneration:

- a. any photograph or photographic image taken of the Resident while participating in the Agent or the College's sponsored events, or while the Resident is in the common areas, public spaces, grounds, buildings, or offices of the Residential Facility;
- b. any statements, reviews or other commentary provided by the Resident to Landlord or Agent; and
- c. the Resident's name for attribution to any photograph or photographic image taken of the Resident.

The use of the Resident's name, image, and likeness shall in no way be used other than for legitimate business purposes.

18. PACKAGE RELEASE. The Resident authorizes the Agent to accept or reject packages, parcels, and other deliveries ("Packages") on behalf of the Resident. The Resident hereby acknowledges that accepted Packages may not be kept in a locked or otherwise secured area and may not be stored in a climate-controlled environment. **NOTE: THERE IS NO REFRIGERATED OR FROZEN STORAGE AVAILABLE. GROCERY, MEAL, AND PREPARED FOOD DELIVERIES MUST BE PICKED UP AS SOON AS POSSIBLE, AND THE LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY ITEMS THAT DEGRADE OR SPOIL AS A RESULT OF NON-REFRIGERATION OR DEFROSTING. THE RESIDENT EXPRESSLY PERMITS THE LANDLORD TO DISPOSE OF ANY GROCERY, MEAL, OR PREPARED FOOD DELIVERIES WHICH THE LANDLORD REASONABLY DETERMINES HAVE SPOILED.** The Resident agrees to hold the Agent harmless from any and all liability or responsibility for Packages should they be lost, damaged, or otherwise harmed. Furthermore, the Resident understands that if any Packages are not claimed within seven (7) days of notice of delivery, such Packages shall either be returned to the sender or treated as abandoned property in accordance with applicable law.

19. CELLULAR/WIRELESS INTERNET SERVICE RELEASE. Resident acknowledges that the Landlord and the Agent do not guarantee or otherwise promise, in any fashion, that any specific cellular or wireless internet signal levels will be available in all areas of the Residential Facility.



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20. AIR QUALITY/MOISTURE CONTROL. The Resident agrees to take reasonable steps to prevent or minimize the occurrence and growth of mold and mildew within the Room and/or Unit. To prevent or minimize the occurrence and growth of mold and mildew, the Resident hereby agrees:

- a. to remove any visible moisture accumulation in or on any surfaces within the Room/Unit, including on walls, windows, floors, ceilings, and bathroom fixtures;
- b. to mop up spills and thoroughly dry affected areas as soon as possible after any such occurrence;
- c. to use exhaust fans in the kitchen and bathroom when necessary;
- d. to keep climate and moisture in the Room/Unit at reasonable levels and to keep the Room and Unit (particularly the kitchen and bathroom), clean and dry;
- e. to clean and dust the Room/Unit regularly; and
- f. to notify the Agent in writing of the presence of any of the following conditions: (i) any water leak, excessive moisture, or standing water inside the Room/Unit or any common areas; (ii) mold or mildew growth in or on the Room/Unit that persists after Resident has tried to remove it with a household cleaning solution, (such as Lysol or Pine-sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach); and/or (iii) a malfunction in any part of the heating, air-conditioning, or ventilation system in the Room/Unit.

The Resident shall be liable to the Landlord for damages sustained to the Room and/or Unit, or to another resident's person or property, as a result of the Resident's failure to comply with these terms.

21. PETS. Pets are **NOT** permitted in or about the Room/Unit, except for fish in an aquarium of a 10-gallon size **or smaller**. Upon proper documentation being supplied to the Agent, service animals assisting a disabled or handicapped resident shall be excluded from the **no** pet rule. If an unauthorized pet is found in the Room and/or Unit, the following will apply:

- a. First: A written warning will be issued, specifying the violative conduct, and the Resident will be required to **pay a \$100 charge**. The pet must be removed from the Room/Unit and Residential Facility immediately. The Resident shall also pay the costs: (i) of cleaning and/or replacement of carpeting and any Room/Unit furnishings damaged by the pet(s) and (ii) for pest control treatment, if any such costs are incurred by the Landlord.
- b. Second: Upon a second violation, the Resident shall pay a charge of **\$200 per day** until such time as the unauthorized pet is removed from the Room/Unit and Residential Facility; **PLUS**, the Resident shall pay for all cleaning, property replacement expenses, and pest control costs, if any, referred to in the preceding Section 21(a), above. Further, a second violation shall constitute an Event of Default under this Lease. Upon vacating the Room/Unit, the Resident is required to pay an additional fee for an "anti-allergenic" special clean of the Room and/or Unit in preparation for the next resident.



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Notwithstanding the foregoing to the contrary, if the Resident intends to enlist the support of an Emotional Support Animal (“ESA”), the Tenant shall provide the following documentation (collectively, the “**ESA Documentation**”) to the Landlord prior to the ESA being allowed in the Room/Unit:

- a. a certification from a physician, psychiatrist, social worker, or other mental health professional that such professional has been treating the Resident for more than ninety (90) days;
- b. reliable documentation of a disability from the aforesaid physician, psychiatrist, social worker, or other mental health professional and that the Resident has a disability-related need for an assistance animal; and
- c. reliable documentation from the aforesaid physician, psychiatrist, social worker, or other mental health professional that the animal provides assistance or emotional support that alleviates one or more of the identified symptoms or effects of an existing disability.

Landlord utilizes a third-party vendor (the “**Vendor**”) to review the authenticity and compliance of the ESA Documentation. The Vendor’s determination following the review of any ESA Documentation is final and binding upon the Landlord and Resident. The Resident may submit additional or replacement ESA Documentation, provided, however, no ESA shall be placed in a Room/Unit until the provided ESA Documentation is approved and acknowledged by the Landlord.

If the Resident fails to provide approved ESA Documentation to Landlord **prior to** an ESA being placed in the Room/Unit, such ESA will be considered and constitute an impermissible pet in violation of the terms and provisions of this Section 21.

Further, because of possible allergies, medical conditions, or otherwise, all other residents/occupants of the Unit must approve/consent, in writing, to the presence of any service animal or ESA. If all required consents or approvals are not obtained, the Agent reserves the right to alter and/or change room and/or unit assignments in order to achieve complete approval and consent. The altering and/or changing of room and/or unit assignments may either involve the resident who requires the service animal or ESA, or any of the other residents/occupants to be removed. If the Agent cannot accommodate the ESA through its reasonable due diligence without an undue burden on its operations, then the Agent may prohibit the ESA.

Furthermore, the Resident’s responsibility for paying all costs of cleaning, repairing damage, and/or replacing damaged carpeting or any damaged Room/Unit furnishings, and for pest control treatment, if any, shall apply equally to service animals and ESAs, as well as to pets. **RESIDENTS ARE HEREBY ADVISED THAT THE LANDLORD MAKES USE OF COMMERCIAL GRADE FURNITURE ON THE PREMISES AND REPAIRS TO THE SAME OFTEN ARE SIGNIFICANTLY MORE COSTLY THAN THE REPAIR OF RETAIL FURNITURE. SEE SECTION 11 OF THIS LEASE FOR MORE INFORMATION.**

- 22. ROOM ENTRY AND INSPECTION CONDITIONS.** The Agent reserves the right to conduct an administrative inspection of the Resident’s Room and/or Unit in the event of health concerns or other emergency, without advance notice to the Resident. In addition, when there is an articulable reason to believe that a specific violation of this Lease or Campus Town Resident Handbook is taking place, the Agent shall have the right to enter the



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Resident's Room and/or Unit, as outlined in this Lease and/or the Campus Town Resident Handbook. Without notice, the Agent shall have the right to enter the Room and/or Unit to perform emergency maintenance and assess any potential damages to the Room/Unit. Upon twenty-four (24) hours' notice to the Resident, the Agent shall have the right to enter the Room and/or Unit to perform routine maintenance or pest control services.

23. RELEASE OF LIABILITY AND INDEMNIFICATION. PRC Campus Centers, LLC ("Owner"), Landlord, **and** Agent shall not be liable for any personal conflict that Resident may have with co-residents or their guests or invitees, the Resident's guests, or invitees, or with any other residents that reside at the Residential Facility. Owner, Landlord, and Agent shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any such death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, loss of utility service, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner, Landlord, or Agent; and the Resident hereby expressly waives all claims for such death, injury, damage or loss. The Resident agrees to indemnify, defend and hold harmless Owner, Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Resident, Guarantor, and Resident's guests and invitees to the extent not caused by any direct negligent act or omission or willful misconduct of Owner, Landlord, or Agent. All personal property placed or kept in the Residential Facility, or in any storage room or space, shall be at the Resident's sole risk, and Owner, Landlord, and Agent shall not be liable for any damages to, or loss of, such property.

24. KEYS. Keys and Key Fobs ("**Keys**") are the property of the Landlord and must be returned at the end of the Resident's Occupancy. The Resident is **NOT** permitted to duplicate, distribute, or loan his/her Keys to others. The Resident agrees not to alter any locks or install additional locks. The Resident may request a receipt for all Keys returned to the Agent. In the event Keys are lost or not returned, the Resident shall be responsible for the following charges:

- a. Twenty-Five dollars (\$25.00) per Key if a replacement is required.
- b. One Hundred Fifty dollars (\$150.00) for permanently lost Apartment Keys or Keys that are not returned by the End Date requiring a lock core change/reprogram
- c. Fifty dollars (\$50.00) for a replacement key fob; and
- d. Fifteen Dollars (\$15.00) for a replacement mailbox key.

The charges set forth in this Section 24 shall constitute Additional Rent.

25. STORAGE, The Residential Facility does not provide summer storage. Residents are required to remove all belongings at the end of their Lease Term, even if they will be residing in the Residential Facility the following academic year.



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The Residential Facility provides bicycle room storage (“**Bike Storage**”) for Residents. Residents must complete and sign a waiver of liability prior to being granted access to Bike Storage. Residents must provide their own locks and security for bicycles or similar vehicles stored in Bike Storage. Bike Storage is used at the Resident’s sole risk.

NO GAS POWERED VEHICLES ARE PERMITTED IN BIKE STORAGE OR THE UNITS. STORAGE OF LITHIUM ION BATTERY POWERED PERSONAL VEHICLES (“E-Vehicles”), INCLUDING, BUT NOT LIMITED TO, E-BIKES, E-SCOOTERS, AND HOVERBOARDS, SHALL BE LIMITED TO STORAGE ROOMS WITH APPROPRIATE FIRE SUPPRESSION SYSTEMS. UNDER NO CIRCUMSTANCES ARE E-VEHICLES TO BE STORED IN UNITS OR STORAGE ROOMS NOT EQUIPPED WITH PROPER FIRE SUPPRESSION SYSTEMS.

26. PARKING. The Resident acknowledges that the Lease does not include or guarantee the availability of any motor vehicle parking accommodations within the Campus Town parking facilities. Parking spaces and related accommodations are governed by a separate agreement, independent of this Lease. The following rules shall apply with respect to the Resident’s parking privileges:

- a. Parking for the Residential Facility — including visitor parking — **in any area designated for retail use is strictly prohibited and vehicles in violation are subject to towing at the owner’s expense. Similarly, parking in another resident’s assigned parking space is strictly prohibited and will result in towing.**
- b. If an unauthorized vehicle is parked in the Resident’s assigned space, the Resident must immediately notify the Property Management Office and follow the instructions provided for temporary parking arrangements.
- c. Any tampering with parking lot security equipment, gates, or signage will result in the immediate loss of parking privileges, and the Resident shall be responsible for reimbursing the Landlord for all costs incurred to repair or replace any damaged equipment.

Violation of these rules or of the parking policies provided at the time of entering a separate parking agreement may result in the revocation of all parking privileges within Campus Town.

NOTE: PARKING SPACE SIZES VARY BY LOT AND LOCATION. THE MINIMUM PARKING SPACE SIZE IS L 17’2” BY W 7’. OVERSIZED VEHICLES THAT DO NOT REASONABLY FIT INTO PARKING SPACES ARE NOT PERMITTED. **PARKING IN YOUR SELECTED LOT OR ANYWHERE WITHIN THE CAMPUS TOWN DEVELOPMENT IS AT THE VEHICLE OWNER’S SOLE RISK AND THE LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE TO OR THEFT OF OR FROM VEHICLES PARKED THEREIN.**

27. SMOKING. Smoking of **ANY KIND**—including, but not limited to, tobacco, electronic cigarettes, vapor devices, and cannabis—is strictly prohibited inside the Room/Unit and in all interior and common areas of the Residential Facility. Smoking is permitted only outdoors, at least ten (10) feet away from the building. In addition, the use of candles, incense, hookahs, or any other open flame devices is strictly prohibited in all areas of the Residential Facility.



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Any violation of this policy, including evidence of smoking within the Facility, will result in a cleaning and deodorization fee of **two hundred dollars (\$200.00)** per occurrence. If the Landlord cannot reasonably determine which resident is responsible for the smoke damage, the applicable clean-up fee will be assessed jointly to the entire Unit.

- 28. FORCE MAJEURE.** If the Landlord or the Agent's performance under this Lease is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Landlord's or Agent's control, then the Landlord and Agent shall be excused from performance under this Lease and will not have any liability in connection therewith.
- 29. ALTERING LEASE DOCUMENT.** Resident understands that any modifications, changes, additions, or deletions of the terms of this Lease must be in writing and signed by both Resident and Agent in order to be binding. There will be no enforceable oral agreements between Resident and Agent.
- 30. ATTORNEY REVIEW.**
- 31. SEVERABILITY.** Should any court of competent jurisdiction find any part of this Lease invalid then only that part shall be so affected, and the remaining portion of this Lease shall remain in full force and effect.
- 32. GOVERNING LAW.** This Apartment Lease Agreement shall be governed by the laws of the State of New Jersey. Any action or proceeding arising out of or related to this Lease shall be venued before a court of competent jurisdiction in Mercer County, New Jersey.

(Signature page follows)



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

RESIDENT

Signature _____

Printed Name _____

Social Security Number _____ Date of Birth: _____

Resident's Home Address _____

Resident's Phone _____

Date _____

LANDLORD'S AGENT: PRC MANAGEMENT CO., INC.

BY: _____
Signature

Printed Name of Agent's Representative _____

Date _____

RESIDENT'S PARENT/LEGAL GUARDIAN (if Resident is under 18 years of age)

Signature _____

Printed Name _____

Address _____

Date _____

City _____ State _____ Zip _____



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PLEASE READ AND INITIAL THE FOLLOWING STATEMENTS:

_____ I agree to assume the financial obligations and abide by the other terms and conditions contained in this Lease.
Initial I understand that this Lease is for the entire Fall 2026 and Spring 2027 semesters at the College and that **I am obligated financially for all Rent and Additional Rent due under this Lease during the Lease Term irrespective of whether the College elects to conduct its classes in-person or online, or in any other manner.**

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

_____ I understand that Agent has the right to reassign units, rooms and/or roommates if deemed necessary or in the
Initial best interest of the Residential Facility or Landlord, and that I am responsible for the charges for the Unit and Room where I am re-assigned.

_____ I have read all of the provisions of this Lease and assert that I am in compliance with the Required Enrollment
Initial Status and all other eligibility requirements. I understand that this Lease will be terminated (as described in Section 9) should I be found to have misrepresented my Required Enrollment Status or eligibility.

_____ I agree that if the Resident is under the age of 18 at the time of signing the Lease, the Guarantor must be the
Initial Resident's parent or legal guardian.

_____ I understand that if the Resident is under the age of 18 at the time of signing the Lease, the Resident shall be
Initial required to sign an affirmation of the Lease upon reaching the age of 18.

_____ I understand the Guarantor shall be liable for all obligations and responsibilities under the Lease even if the
Initial Resident fails to ratify the Lease upon reaching the age of 18.

_____ I understand that **if the Resident is under the age of 18 at the time of signing the Lease**, the Guarantor must
Initial complete the **RESIDENT'S PARENT/LEGAL GUARDIAN** signature block on the signature page of this Lease or this Lease shall be voidable by the Landlord until such deficiency is corrected, or the Resident, upon reaching the age of 18, affirms the Lease.

Continue to next page.



Guaranty

FOR VALUE RECEIVED, and in consideration of and as an inducement to the execution of that certain Apartment Lease Agreement (the “**Lease**”) between Campus Town Education Association Inc. (the “**Landlord**”), the Landlord of Campus Town (the “**Residential Facility**”), and _____ (the “**Resident**”), relative to a portion of the Residential Facility (that certain Room/Unit described in the Lease), the undersigned Guarantor (either a parent, legal guardian, sponsor or indemnitor of the Resident), being at least twenty-one (21) years of age, hereby absolutely and unconditionally guarantees to Landlord and the Landlord’s Agent the full and prompt payment of all Rent, Additional Rent, fees, additional fees, and any and all other sums and charges payable by the Resident under the Lease, as well as the performance by the Resident of all other covenants, terms, conditions and agreements set forth in the Lease to be performed and observed by the Resident. Guarantor hereby covenants and agrees that, if default shall at any time be made by the Resident in the payment of any such Rent, Additional Rent, fees, additional fees, and any and all other sums and charges, or in the performance of the covenants, terms, conditions or agreements in the Lease, Guarantor will pay to Landlord, within 10 days of Landlord mailing notice of default to Guarantor, such Rent, Additional Rent, fees, additional fees, and any and all other sums and charges due to Landlord, and Guarantor will perform and fulfill all of such terms, covenants, conditions and agreements that should have been performed by the Resident, and will pay Landlord for all damages and expenses incurred by Landlord, including Landlord’s reasonable attorney’s fees, that may arise as a consequence of any default by the Resident under the Lease or by the enforcement of this Guaranty.

This Guaranty is an absolute, direct, continuing, and unconditional guaranty of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings, on Landlord’s or Agent’s part, of any kind or nature whatsoever against the Resident and without the necessity of any notice of nonpayment, notice of protest, notice of dishonor, notice of non-performance, presentment, notice of non-observance, notice of acceleration or acceptance of this Guaranty, or any other notice or demand, all of which Guarantor hereby expressly waives. Guarantor hereby agrees that the validity of this Guaranty and obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the relief of the Resident from any of the Resident’s obligations under the Lease by the rejection of the Lease or the imposition of any stay in connection with proceedings under any bankruptcy law now or hereafter in effect or otherwise.

This Guaranty may be enforced against Guarantor without the necessity of recourse against the Resident or any other person or entity. Guarantor consents that any proceedings to enforce this Guaranty or related rights shall be brought in the State of New Jersey, and Guarantor consents to personal jurisdiction of such State’s courts and agrees that the venue of any action to enforce this Guaranty shall lie in Mercer County, New Jersey.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or any subleasing of the Resident’s Room/Unit within the Residential Facility or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extensions of time that may be granted by Landlord to the Resident or by reason of any other accommodations, alterations, modifications or other indulgences granted by Landlord to the Resident, whether or not Guarantor has knowledge or notice thereof.

The Lease together with this Guaranty may be assigned by Landlord without notice to Guarantor. An assignment by Landlord of the Lease and/or the receipts thereof made either with or without Guarantor’s knowledge, or notice, shall not release Guarantor from any liability hereunder. Guarantor shall be and remain unaffected (a) by any understanding or agreement that any other person, firm or corporation was or is to execute this or any other guaranty or any other document or instrument evidencing or guaranteeing the Lease; or (b) by resort on the part of Landlord, or failure of Landlord to resort, to any other security or remedy for the collection of amounts owed by the Resident under Lease; or



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(c) by the bankruptcy, insolvency, dissolution or incapacitation of Guarantor, the Resident, or any other person, and in case of any such bankruptcy, the failure of Landlord to file a claim against such bankrupt's estate, or the failure of Landlord otherwise to seek remedies as a consequence of such events.

All of the rights and remedies of Landlord under the Lease or under this Guaranty are intended to be distinct, separate, and cumulative, and no such right or remedy therein or herein shall be construed as a waiver or exclusion of any other right or remedy available to Landlord.

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

[Signature Appears on Following Page]

GUARANTOR'S SIGNATURE:

Print Name:

Address:

Driver's License Number:

Telephone:

Full Social Security #:

Date of Birth:

Telephone (Work):

Employer:

Email Address:

