

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Milton G. Kimpson, Circuit Court Judge

Appellate Case No. 2025-001220

Lower Court Case No. 2022-CP-40-04419

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SC Court of Appeals

Ansel Jamahl PostellRespondent-Appellant,

v.

Campus Advantage, Inc. and EMRES II South Carolina, LLC
d/b/a The Rowan..... Appellants-Respondents.

**RECORD ON APPEAL
VOL. 2**

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1 MR. LYLE: I certainly hope so.

2 MR. VANDENBERG: I think so.

3 THE COURT: And, of course, I'm certainly going to
4 listen to your motion.

5 MR. VANDENBERG: There's people that promises have been
6 made to, so yeah, I think that would be reasonable. That's
7 certainly what we estimated as far as time requirement,
8 three days.

9 THE COURT: That's fine.

10 Now, the last thing is charges. Can we get those some
11 time tomorrow morning?

12 MR. LYLE: Certainly, Your Honor. Some judges use the
13 charge book, some of them don't. I'm happy to present you
14 with some proposed charges.

15 THE COURT: That would be great. And I'm going to take
16 a look at the charge book tonight, but I'd like to hear from
17 you both.

18 MR. LYLE: Certainly, Your Honor.

19 MR. VANDENBERG: Yes, Your Honor.

20 (WHEREUPON, a short break was taken.)

21 THE COURT: Mr. VanDenBerg, are you ready?

22 MR. VANDENBERG: Yes, Your Honor.

23 THE COURT: Mr. Lyle, are you ready?

24 MR. LYLE: Yes, sir.

25 THE COURT: All right.

1 (WHEREUPON, the jury enters the courtroom at 3:26 p.m.)

2 THE BAILIFF: The jury is seated, Your Honor.

3 THE COURT: Thank you.

4 Thank you all for being back. We're going to resume
5 our trial.

6 Mr. Lyle.

7 MR. LYLE: Thank you, Your Honor. At this point, the
8 last witness will be excerpts as noticed on the designations
9 for use of a deposition of Melissa Hinton. This was, also,
10 done via Zoom, so instead of having someone sitting in the
11 witness stand and reading questions and answers, we're going
12 to play a video. Again, these are excerpts. I have about
13 20ish of them. In total, it will probably be 30, 35ish
14 minutes or so.

15 (WHEREUPON, excerpts from the deposition of Melissa
16 Hinton was played in open court.)

17 THE COURT: Mr. Lyle, do you have anything else?

18 MR. LYLE: No, sir. At this time, Your Honor, the
19 Plaintiff would rest its case in chief.

20 THE COURT: It's 4:10. If the jury would retire for
21 about ten minutes.

22 (WHEREUPON, the jury exits the courtroom at 4:10 p.m.)

23 (WHEREUPON, a short break was taken.)

24 THE COURT: Mr. VanDenBerg.

25 MR. VANDENBERG: Your Honor, we would make a motion for

1 a directed verdict as to only one of the claims at this
2 point. And that specifically is the claim for unfair trade
3 practice, a violation of the South Carolina Unfair Trade
4 Practice Act.

5 Of all the evidence we've heard during the course of
6 this trial and everything we've heard during the course of
7 this case and as we raised in our pretrial brief, we have
8 yet to understand, despite the statements when Mr. Postell
9 was on the stand, exactly what the alleged incident was that
10 would either be a deceptive act or the unfair trade
11 practice.

12 So from the beginning of the case, really, that has
13 ridden to this point on just the allegation that there was
14 an allegation. So we've been waiting and asking and still
15 haven't heard the answer to what exactly was that unfair
16 trade practice.

17 What we believe we have heard is claims of negligence.
18 So there's a claim, of course, and a variety of different
19 theories of negligence as part of the claim. The law is
20 clear that negligence, mere negligence is not the basis --
21 sufficient basis for a violation of the unfair trade
22 practice act.

23 So we believe that based on failure -- and we haven't
24 even got to damages. If you disagree with our belief that
25 there isn't actually a deceptive act, you know, we're

1 basically seeing whether the damages are such as they've
2 been alleged can be proven with enough specificity to
3 actually support this claim. I think the other claims in
4 this case for conversion, for ouster, for the various series
5 of negligence, I still think we need to wait here for my
6 witnesses, who will in addition to what we just heard from
7 the stand, I think they will be able to address and
8 elaborate on what she's addressed in her deposition
9 testimony about those acts.

10 But as far as the South Carolina Unfair Trade Practices
11 Act, we just don't see that there's even a clear statement
12 of what that act was. There was some act that -- Mr. Lyle
13 is correct, you know, leases are -- there's case law in
14 South Carolina that say the act of leasing is one of those
15 acts that it is encompassed under, but that's not enough. I
16 mean, it's not enough to say that the act of leasing in and
17 of itself is grounds -- if you have a lease, that's enough.
18 There must be some kind of violation.

19 So the things that I think of, and there's case law out
20 there that says okay, so here's a landlord that says our
21 policy is that we will not refund security deposits. That's
22 just their policy. It doesn't matter what it says on the
23 lease, that's our policy. We have a lease that says you
24 follow the law, when you turn in your unit, we'll give you
25 your security deposit back. But it doesn't matter what the

1 law says, it doesn't matter what our lease says, we just
2 don't give it back to you. That is an example where they
3 say one thing and they don't follow the law.

4 Here, we've heard various series of negligence. There
5 were actions -- we heard Ms. Hinton testify to actions by
6 the employees to take property that they didn't belong to
7 them and to not follow policy. There's never been an
8 allegation that the policy was to go in there and steal
9 whatever you want, take whatever you want, whether it's high
10 value or not. You know, that's a policy. There's no
11 allegation and it's, certainly, appropriate because that's
12 not the case.

13 THE COURT: What about the unfairness?

14 MR. VANDENBERG: Same thing. I mean, there's unfair --
15 what is unfair about -- what is the allegation that there
16 was some type of unfair act?

17 THE COURT: I've been incredibly interested in this one
18 cause of action the entire time. And as far as I can tell,
19 there wasn't any ruling on -- because you brought this
20 motion to dismiss earlier under the Unfair Trade Practices
21 Act, am I correct?

22 MR. VANDENBERG: Correct. And I don't know if you got
23 as far as to read the responsive brief. The responsive
24 brief at that time was hold on a second, we're still very
25 early on in this case. We haven't done the things that

1 we've now since done, which is completed discovery, taken a
2 number of depositions.

3 And what these depositions show, at least, the
4 depositions of the witnesses from my client is maybe
5 allegations of negligence. Whether it was negligent acts on
6 behalf of particular -- you know, Carlton Brown, I guess
7 that's -- his act was intentional to steal things. But even
8 negligence, we haven't gotten to negligence. And I think
9 what we -- the issues regarding negligence that we haven't
10 gotten to is whether those employees were acting within the
11 scope of their employment.

12 And I think Ms. Hinton touched on that, even though
13 that wasn't -- you know, she wasn't here and we couldn't ask
14 her specifically about scope of employment, but I think,
15 certainly, as we get into our case tomorrow that that will
16 be the tenure of our discussion.

17 But the law is clear, I have case cites that I can
18 offer to you that touch on, you know, the fact that
19 negligence -- and there's, also, discussion about what
20 exactly -- I think there's plenty of case law out there
21 about what is a deceptive act. It's general. I mean,
22 there's a lot of cases that deliberate it --

23 THE COURT: At the end of Mr. Postell's testimony, Mr.
24 Lyle got him to say that it was unfair to take his property
25 out when he had renewed his lease. Is that unfairness not

1 sufficient under the Unfair Trade Practices Act?

2 MR. VANDENBERG: I think that there is insufficient
3 facts. I think that his reading of the facts are entirely
4 one-sided. Now, Ms. Hinton, there's adequate testimony at a
5 minimum from her that goes to the issue of who was
6 responsible for workers cleaning the property out.

7 Our case -- you know, we have an investigation that
8 show there were two employees in this particular matter.
9 One, we heard from, Ms. Young was here, and Mr. Brown, who
10 violated policy. We have a witness who testified to that
11 who said it wasn't Campus Advantage, the Defendant, here, it
12 was these two employees who decided upon themselves to
13 violate policy. And we haven't gotten to the issue of
14 whether they will be held culpable for their actions or not.

15 But as far as the unfairness of taking this property
16 out, it shouldn't have happened. And there were plenty of
17 instances where this case may have taken a different turn.
18 You know, as the two were approaching the unit and saw there
19 was property inside, they could have picked up the phone as
20 they were instructed to do and call and verify.

21 THE COURT: First, let's tell the jury to come in at
22 9:30. I'm going to hear these arguments and rule first
23 thing in the morning unless that inconveniences you.

24 Let's tell them 9:30.

25 (WHEREUPON, the jury was excused for the day.)

1 THE COURT: Mr. VanDenBerg, I think I understand your
2 argument, but I want to hear from Mr. Lyle.

3 Mr. Lyle, I want to know two things. I want to know
4 why this just isn't a negligence. And then two, Mr.
5 VanDenBerg makes a point, I think, about the behavior of
6 these two witnesses in not following policy. So tell me why
7 I should deny his motion.

8 MR. LYLE: Certainly, Your Honor. So first off, the
9 standard, the threshold, as you're well aware, is very low.
10 We just need some evidence that the jury could reach that
11 conclusion. So starting from that spot, I would say you
12 could almost couch any cause of action into negligence if
13 you just want to say somebody breached a duty. So I think
14 that's a very convenient argument for him to make and it's
15 well received that they're now finally admitting today that
16 they, at least, have done something wrong because, thus far,
17 the Defendant's position has always been we fired the
18 employees, so we did no wrong.

19 But I would point you to the testimony, it's not just
20 the two employees. There's, actually, testimony -- I can
21 refer you back to some of the exhibits, but there's a
22 Trinita Geathers, there's a Myra Salters, there's, also, a
23 Carlton Brown, as well Ashanti Young as well as Mike Allen
24 who all disregarded policies, all five of them. And they
25 only kicked out the one guy, the porter, the low guy on the

1 bottom of the deck as being fired.

2 I'll point out the case law that I did mention in my
3 response to Mr. VanDenBerg's motion to dismiss earlier in
4 this case, Burbach V. Investors Management Corp is directly
5 on point. It's 326 S.C. 492. And as Mr. VanDenBerg pointed
6 out, it's not a lease that says we're not going to give you
7 your security deposit back, it's the act of wrongfully
8 withholding deposit in violation of the South Carolina
9 Residential Landlord Tenant Act, which Burbach specifically
10 says. It says verbatim, the fact that our legislature has
11 regulated the landlord/tenant relationship by enacting the
12 South Carolina Residential Landlord/Tenant Act supports this
13 conclusion. While landlord/tenant relationship are
14 frequently governed by contracts, landlords have certain
15 statutory duties, as do tenants. These duties protect the
16 public interest in that they create a framework that governs
17 landlord/tenant relationships regardless of the private
18 arrangements parties have made between themselves.

19 In this particular instance, you have enormous amounts
20 of testimony that lots of employees repeatedly failed to
21 follow internal policies, but they, also, failed to follow
22 the basics of the landlord/tenant act. The covenant of good
23 faith and fair dealing as well as all the violations of the
24 unlawful ouster as well as just the shameless admission that
25 they took the property that wasn't brought upon me in

1 today's trial until Mr. Postell said it, the fact that they
2 said we'll make it right, just give us a list and then for
3 several weeks drug him out is, also, in and of itself
4 unfair.

5 So I think another key point that's worth pointing out
6 is that under Noack Enterprises, Incorporated vs. Country
7 Corner Interiors of Hilton Head Island, Inc., which is 290
8 S.C. 475. It says unfair or deceptive acts or practices in
9 the conduct of trade or commerce have impact upon the public
10 interest if the acts or practices have the potential for
11 repetition.

12 Here, you've heard from Nick Hoosier that it wouldn't
13 surprise him at all that this kind of thing happens. You've
14 heard from several witnesses that it's hectic, it's a huge
15 turnover. The industry in itself is kind of -- honestly,
16 it's kind of like a risky surgery in and of itself. They
17 should have something other than implied consent. They say
18 look, when you rent from us and there's 600 beds and we're
19 going to overhaul it in a 48-hour period, we do make
20 mistakes. You even heard Melissa Hinton say, the corporate
21 designee, that she's not sure if this is happening elsewhere
22 and it doesn't surprise her.

23 So the question, Your Honor, is really just whether or
24 not it can be repeated, which in this case, there was
25 testimony from Ashanti Young that it has been repeated at

1 this exact same facility. And then the question of whether
2 or not it affects the interest, which Burbach V. Investors
3 does say that a residential lease is the type of thing that
4 could be entered in the stream of commerce for which the
5 legislature intended for this type of act to apply.

6 So I would stress that there's a higher burden here.
7 The elements are different than negligence. And it's more
8 better suited for the jury to decide. If you'll look at my
9 proposed verdict form, it allows them to reach a
10 determination on each of these different causes of action.
11 So only if they find that it is unfair accepted and a
12 violation of the unfair trade practices act would any of
13 those penalties apply.

14 So the jury is best suited to make that determination
15 as to whether this was unfair accepted. The simply fact
16 that they shamelessly had numerous employees not following
17 the policy that resulted in the shameless admission that
18 they completed cleaned out his unit and that they've done
19 this before is something that -- it affects commerce. It
20 affects the citizens of South Carolina. And it can be
21 repeated. It has been repeated.

22 THE COURT: Yes, sir, any response?

23 MR. VANDENBERG: Yes, Your Honor. I mean, I think
24 we're talking about -- I think the cases about the loss
25 alleged by Mr. Postell and -- although part of the damages

1 are calculated could this thing -- could something that
2 happened to Mr. Postell be capable of repeating.

3 But again, we're back to the element of what that
4 unfair act was or deceptive act. I still don't think we've
5 heard that. I think there's an allegation that there's some
6 unfairness. These other employees who allegedly violated
7 policy had nothing to do with this incident. So the fact
8 that they violated policy is separate from what we're
9 discussing here in Mr. Postell's case. They violated the
10 same policy in different ways, but the impact on this
11 particular claim is not relevant. It's not relevant to what
12 their actions were.

13 I don't pretend to know the intricacies of every single
14 industry out there that's capable of affecting commerce and
15 I don't think this case is about trying to create system
16 that the legislature hasn't yet contemplated. We're dealing
17 with -- particularly with leases, it's a separate system for
18 addressing -- you know, through the legislature, there's no
19 better way to handle the landlord/tenant act. If there is
20 someone who wants to step forward and introduce a bill that
21 clearly clarifies exactly how leases apply in this context,
22 you know, there's a lot of latitude in this area of the law.
23 And unless and until the legislature speaks clearly in that
24 regard, there's no specific provision of the law that you
25 can attach these claims to.

1 MR. LYLE: If I may briefly touch on one point that Mr.
2 VanDenBerg brought up, Your Honor. It's worth noting that
3 we're not just talking about a few employees that don't
4 follow policy. It's, also, important to know that Carlton
5 Brown -- at least, the jury can reach this conclusion based
6 on the evidence presented, that he was given the okay, he
7 was given the green light by the supervisor.

8 So, again, there is a systemic issue with the policy --
9 excuse me, but systemic issue with the function and the
10 operation of this particular facility that has happened
11 numerous times. And you have supervisors, someone like Mike
12 Allen who tells someone like Carlton Brown hey, it's okay to
13 go take the personal property of someone.

14 So I think just to simply look at two bad actors who
15 are rogue and acting outside their scope of employment I
16 think is impractical because you have to look at Carlton
17 Brown. And it's in Katie Floyd's report that he looks and
18 says you gave me a bad list. And I just followed the list
19 and I just asked my supervisor if I could take the stuff
20 that was in there and he said sure.

21 THE COURT: But isn't the fact that there's a bad list
22 negligence, just simple negligence?

23 MR. LYLE: Well, again, Your Honor, I think all faults
24 could be wrapped up in negligence in some way, shape or
25 form. I think the question here is whether or not this

1 affects the stream of commerce and whether or not it's able
2 to be repeated. And the Burbach case stands for the
3 proposition that a residential lease governed by the
4 residential landlord/tenant act does, in fact, fall under
5 that.

6 THE COURT: And I agree with that part.

7 I'm going to take this under advisement. And that's
8 why I want to meet at 9:00. I'm going to go through all the
9 cases.

10 Now, Mr. VanDenBerg, I assume the case you just cited
11 is in your memorandum --

12 MR. VANDENBERG: There's Young vs. Century Lincoln
13 Mercury --

14 THE COURT: I've got that.

15 MR. VANDENBERG: So that's one case. And there's a lot
16 of -- as you read through that case, there's -- that's just
17 one case. There's, also, an '85 case that touches on
18 negligence. That's that Clarkson v. Orkin Exterminating
19 case from the fourth circuit. And that cite is 761 F.2d
20 189. Again, out of the fourth circuit, 1985. Again, it's a
21 rabbit hole you'll go down as you start reading through
22 those cases. But that's still the law. There is nothing
23 that has interrupted the position of negligence being a
24 sufficient basis.

25 THE COURT: Anything else?

1 MR. LYLE: Nothing further, Your Honor.

2 THE COURT: Let's reconvene at 9:00 tomorrow. No
3 matter what we do, we've got other causes of action. So it
4 looks like it will be a fun day for us.

5 MR. LYLE: I would like to make one final statement.
6 Negligence is when you make a simple mistake, that's what
7 negligence is. Unfair trade is when you have a systemic
8 issue that's repeated numerous times.

9 THE COURT: And I thank you for raising that point.

10 Mr. VanDenBerg, I understand, clearly, we've got this
11 instance. And Ms. Young seemed to testify that this may
12 have occurred again, but I recall some sort of
13 cross-examination of her about another instance.

14 MR. VANDENBERG: The incident that she's describing
15 occurred when she was working for the subsequent property
16 management company. The new property management company
17 started managing the property in January of this year. So
18 she was hired. There were a handful of employees that
19 continued, not many, but she was one of them. So the
20 particular incident she was describing occurred in February
21 of this year. So different set of facts --

22 THE COURT: And different company?

23 MR. VANDENBERG: Different company.

24 THE COURT: So Mr. Lyle, I did hear the testimony about
25 well, yeah, this happens in this industry, but can -- yes,

1 sir, go ahead.

2 MR. LYLE: I'm sorry. That's not, actually, accurate.
3 Mr. VanDenBerg used that zero to ten scale with Ashanti
4 Young to say that Mr. Postell's room was a three or a four.
5 He then asked her well, didn't y'all have another person who
6 had posters on the wall and fully filled and she said yes.
7 And he got her to say that that was a ten. Then she said
8 that the guy was sitting there when they entered the room.
9 And that was the very same day, the very same time. That
10 was not a different company and a different time.

11 THE COURT: I understand, but no property was taken
12 from there, right?

13 MR. LYLE: But it's another instance of when the list
14 was wrong and they went into another room incorrectly. It
15 just happens that the -- by the way, for all we know, it was
16 because the guy was in the room.

17 THE COURT: Has there been evidence in this case of
18 Rowan doing this same instance prior to Mr. Postell?

19 MR. LYLE: Yes. I asked Ashanti if this had happened
20 at the Rowan during her time there and she said yes. And
21 she, also, said in her deposition, I used it in my opening,
22 but I got her to reaffirm that here today in front of the
23 jury. I made it very clear because I realized that one of
24 the important element -- in fact, I would not have called
25 her. She had a lot of negative stuff for me. The only

1 reason I called her is she's the only who clearly and
2 equivocally had testified that this happened under her watch
3 before at The Rowan. I wouldn't have called her otherwise.
4 I'm the one that subpoenaed her. The only reason I put her
5 up was for Unfair Trade. If not for that cause of action, I
6 would have never subpoenaed her to begin with.

7 MR. VANDENBERG: The incident that she references is an
8 entirely different set of facts as far as what the issue
9 was. She didn't describe it. We didn't ask her about it.
10 But it was a different set of facts.

11 THE COURT: It had occurred while The Rowan was
12 managing?

13 MR. VANDENBERG: We're two years in this case. So what
14 it feels like from the perspective of my clients is that,
15 you know, kind of -- it's a continuation of the same
16 argument that was made in response to our motion for summary
17 judgment. It's like we don't have enough facts, but,
18 eventually, we may have enough set of facts that will
19 substantiate these claims. So here we are a year and a half
20 past that point in time, so we're still saying, you know,
21 there's a big wide world out there that all these bad things
22 have happened. And it's admission through the vehicle of
23 this case to try to put a stop to that. That's not what
24 we're here for. We're here for this particular incident.

25 THE COURT: Mr. Lyle, let me ask you this, this

1 reoccurring issue -- and I hear what you're saying about Ms.
2 Young's testimony. I do recall it. But, of course, in the
3 snippets of the deposition you played, you talked about this
4 kind of incident occurring in the industry. The fact that
5 it may reoccur in the industry, is that sufficient for
6 unfair trade practices and reoccurrence here in this case?

7 MR. LYLE: I would argue that it is, but I would, also,
8 argue that testimony in this case was on point for The
9 Rowan, EMRES II, LLC, South Carolina. Again, that was the
10 whole reason I called Ashanti Young. Her deposition was
11 crystal clear on point. I put her on the stand and I made
12 sure -- I think on redirect, maybe said it more times to be
13 clear because I knew how important that element is under the
14 unfair trade practices act. To me, you need that
15 repetition. I think case law says it can be repeated and
16 you can prove that by showing it has been repeated. I think
17 that's in the standard.

18 In this instance, I would encourage -- I know she
19 doesn't want to stay late, but if we have to roll back
20 Ashanti Young's testimony, I am absolute certain that she
21 was talking about her time at the Rowan while working for
22 Campus Advantage that this same incident happened numerous
23 times.

24 MR. VANDENBERG: And, Your Honor, what she talked about
25 was not her direct knowledge of incidents, but what she

1 heard from other --

2 MR. LYLE: That's not at all what she said.

3 THE COURT: I'm inclined to listen to it, but I need
4 about five minutes. I will be right back. Please stay put.

5 (WHEREUPON, a short break was taken.)

6 THE COURT: I'm not going to rule tonight, but I'll
7 have a ruling on this issue first thing in the morning.

8 MR. LYLE: No problem, Your Honor.

9 (Pause.)

10 THE COURT: Mr. VanDenBerg and Mr. Lyle, if y'all would
11 come up.

12 MR. LYLE: Your Honor, one more thing. I think it was,
13 also, said that for over \$500 worth of property, you're
14 required to file an eviction. There was testimony about the
15 tower, unit 2904, and the tower is where Ashanti said they
16 take all the property from the people who leave it behind or
17 what have you and that there was reference to other people's
18 property there and other people's lost property. So I think
19 there's, also, the opportunity from a statutory standpoint
20 as to requirement of eviction and they've admitted they
21 didn't do it here as well.

22 So I think if you're looking for one more angle of
23 there's a statutory requirement of over \$500. Here, they
24 clearly didn't do it and here, they should have done it. So
25 that was another statutory violation.

1 The Burbach's case gets to the statutory violation of
2 the failure to return security deposit. It's not the
3 deceptive act of saying in the lease we're not going to give
4 it to you, it's the statutory violation under the
5 landlord/tenant act of not giving it to you. So here, they
6 didn't file an eviction, they just took the guy's stuff.

7 THE COURT: Any response?

8 MR. VANDENBERG: Yes. They didn't follow policy if
9 that's what happened. So the fact that it was over \$500,
10 you heard Ms. Hinton say it was probably, the computer, an
11 expensive item, likely, over \$500. So the basis of our
12 position is these two employees didn't follow policy.

13 THE COURT: I'll have to go back and read the cases
14 cited, but I think his point is that the mere fact that
15 there's a statutory violation requiring -- if I recall the
16 testimony. I have not read this statute. That if you
17 remove property and you evict someone --

18 MR. LYLE: If more than \$500 is left behind, they're
19 supposed to evict.

20 THE COURT: Yes.

21 MR. VANDENBERG: In fact, it's cited in Katie's
22 investigation. That's how you came up with it. That's the
23 law. And what they are required to do, what the policy is,
24 is that you call the general manager. Melissa testified
25 during her deposition, that is the responsibility of the

1 property manager. So you can look at it and if looks like
2 it's something that's not worth \$500 and you throw it out,
3 you may be liable for the damages, but you're not liable
4 under the landlord/tenant.

5 So the case here is they didn't follow policy. Had
6 they gone in there and saw there was a computer, then -- or
7 something that appeared in their estimation to be over the
8 500 -- they weren't supposed to bags and tags and trash outs
9 to begin with. But in the normal course of things, if they
10 had gone in there and saw something that appeared to be over
11 the value of \$500, call the general manager. That's the
12 policy. That's the law. We're not disagreeing with that.
13 What we are saying is these two employees chose to disregard
14 policy.

15 THE COURT: All right. We will see everybody in the
16 morning.
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

I, PENNY M. JOHNSON, Official Court Reporter for the
Second Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate, and
complete Transcript of Record of the proceedings had and the
evidence introduced in the hearing of the captioned case,
relative to appeal, in the Court of Common Pleas for
Richland County, South Carolina, on the 17th day of
September, 2024.

I do further certify that I am neither of kin, counsel,
nor interest to any party hereto.

January 1, 2025

Penny M. Johnson
Penny M. Johnson
Official Court Reporter

Ansel Jamahl Postell v. Campus Advantage, Inc. and EMRES II South Carolina, LLC d/b/a The Rowan

Appellate Case No.: 2025-CP-46-04271

**Deposition of
Nick Hooser
(played in its entirety for the
jury on September 17, 2024)**

Produced in Native Format

**30(b)(6) Deposition of
Campus Advantage
(Melisa Hinton)
(27 excerpts played for the jury on
September 17, 2024)**

Produced in Native Format

1 by a location and the Appellate Court reversed him on that, so
2 the same thing would happen if a juror sought to do any of
3 their own research, no research. Thank you so much, we
4 appreciate you.

5 (Jurors exiting Courtroom.)

6 THE COURT: I'd like to start with them tomorrow at
7 9:30, do you think you can be here at 9:00 for just any
8 pretrial matters that we need to take up?

9 MR. LYLE: Certainly, Your Honor.

10 MR. VANDENBERG: Sure.

11 MR. LYLE: We can be here as early as you like.

12 THE COURT: That would be wonderful. Let's meet with
13 you all at 9:00 and if, because of course, you would like, I
14 think you indicated you would like to make some additional
15 arguments?

16 MR. VANDENBERG: Yes, Your Honor.

17 THE COURT: In the event you choose not to, we'll
18 just meet at 9:30, but what I'd like to do is plan to be here
19 at 9:00.

20 MR. VANDENBERG: Yes, sir, thank you.

21 THE COURT: Thank you all.

22 (Whereupon the hearing ended at 4:47 pm.)

23 **DAY THREE, SEPTEMBER 18, 2024**

24 THE COURT: I hope everybody is well. I thought long
25 and hard about a directed verdict motion. Mr. VanDenBerg, I

1 think there is some evidence out there of an unlawful or
2 deceptive act under the Unfair Trade Practices Act claim, so
3 I'm denying that motion for directed verdict.

4 MR. VANDENBERG: Okay. Thank you, Your Honor.

5 THE COURT: We've got another issue, though, that I
6 need to discuss with you all. First of all, I apologize, so
7 I've ruled on it, but is there anything else, because I've got
8 another issue I need to discuss with you, but is there anything
9 else we need to take up before ---

10 MR. VANDENBERG: A few, Your Honor. It may be
11 something you're intending to bring up, but one thing was we
12 marked Exhibit 20, so we had previously produced a redacted
13 version of this ---

14 THE COURT: Yes, sir.

15 MR. VANDENBERG: And so this, you already said this
16 was okay, this is a version we produced ---

17 MR. LYLE: We've got it in as Plaintiff's 13.

18 MR. VANDENBERG: Okay. But it hasn't been introduced
19 yet?

20 MR. LYLE: Yes, from our side.

21 MR. VANDENBERG: So this, we, this version which you
22 introduced, this is what we produced?

23 MR. LYLE: Yeah.

24 MR. VANDENBERG: So, I mean, we're going to talk
25 about it today, so just so we're not hunting around for their

1 exhibit, but we have, this is the, not the Teams message, this
2 is the ---

3 MR. LYLE: Correct.

4 MR. VANDENBERG: --- text message with ---

5 MR. LYLE: We got it right here.

6 MR. VANDENBERG: Oh, good, okay. The other thing is,
7 so we're calling Katie Floyd as a witness today.

8 THE COURT: Yes, sir.

9 MR. VANDENBERG: So we do want to talk about her
10 testimony and maybe try to get some of the, you know, the
11 concerns about the things she might say regarding the, not
12 about the insurance, but about the roommate. So we can either
13 deal with it in the matter of course as she testifies, but I
14 prefer to deal with it now, Your Honor.

15 THE COURT: And I'm fine with that. Now, let me
16 understand. Ms. Floyd is coming, is a live witness, that's
17 correct?

18 MR. VANDENBERG: That is correct.

19 THE COURT: And then we will play the video of the
20 30(b)(6) witness?

21 MR. VANDENBERG: Your Honor, we don't intend to show
22 the video if at all, maybe at the end of our live witness
23 testimony, just depending on the issues that we get to. That
24 was part of our concern too was just getting to some of the
25 issues that Ms. Hinton addressed during her video deposition.

1 I think we can do that adequately during the live witness
2 testimony. But we intend to call two witnesses today, Katie
3 Floyd, who are our witnesses, Katie Floyd and Christopher
4 Lewis.

5 THE COURT: Alright. So as I understand it, well,
6 I'll let you start ---

7 MR. VANDENBERG: Okay.

8 THE COURT: --- with comment on the roommates.

9 MR. VANDENBERG: So after this lawsuit was filed and
10 Ms. Floyd continuing her investigation, she, and this, we're in
11 the month of October, she interviewed both Mr. Postell's then
12 roommates and during her exchange with Mr. Green, you know, she
13 documented this, at my direction, she documented this in an
14 email of course this was litigation that ensued so we,
15 although, we produced, you know, as privileged just this, you
16 know, this record, and it was an email that she had sent in the
17 file, so, and we don't intend to, you know, to get to the
18 document as evidence, but, you know, her knowledge of that as
19 her, and again, we're not going to show her any testimony, but
20 we do intend to get to her testimony about that conversation.
21 And we can do it first, I mean, I guess, you know, before we
22 get to her recollection which is the business record exception
23 to hearsay which is really the, you know, the email that she
24 has that we've been sharing around, that was used as an
25 exhibit, already been introduced and marked as an exhibit, but

1 was used in several depositions, Ms. Hinton's, Mr. Hooser's,
2 and Ms. Young's deposition. And the only thing that we've
3 agreed upon to redact out is that sentence from the Teams
4 message which is embedded in her email. And so the email
5 itself, and emails, we recognize emails are, even though it's
6 your work email, this is not, you know, necessarily assumed to
7 be a business record, which you'll, and again, if we need to
8 present this during her testimony to authenticate and to have
9 her lay the foundation, we can do that. But again, you know,
10 this was, she's the author, this is, you know, the reason that
11 this was performed was as a, you know, essentially an HR
12 investigation, the, this is, you know, part of the protocol of
13 Campus Advantage. Whenever there's an employee incident, she
14 would document, you know, I mean, she and everyone else within
15 the company who was in a position of, you know, managing or
16 supervising employees was called upon to document this process.
17 And so she documented this in an email that was sent to HR, the
18 email was copied to Mr. Hooser who was her immediate
19 supervisor. And then subsequently, and then we can produce
20 these, again, redacted version because subsequent to this,
21 there was a series of emails that were sent internally to the
22 others within the organization. But again, this is, you know,
23 substantively, this is a business record, that's what we're,
24 you know, offering to introduce it. That is the same reason
25 that it has been used, you know, and we recognize that this is

1 a business record. The reason that we didn't produce it
2 originally, so when this is, you know, we documented it, it was
3 on our privilege log as a document is because of the nature
4 that it's a human resource's document. In my client's
5 obligation to protect, the ongoing obligation to protect the
6 privacy of their employees, it's never been demonstrated as an
7 interest of the Plaintiff to, you know, to get into, you know,
8 I guess, the allegations are directed at my clients, the
9 companies, not at these individual employees. And so, you
10 know, that ongoing obligation to protect, you know, their
11 privacy concerns is, you know, not only in this instance, but
12 also in other documents that have been requested for discovery
13 that we've, you know, withheld because of that privacy concern.
14 And so again, fundamentally this is a business record, that's
15 how it has been used in this litigation, that was in the
16 context that it was produced. And we do intend, if Your Honor
17 agrees, that we would use the unredacted version, we haven't
18 introduced it yet, I think it's marked, the version that is
19 marked currently by Plaintiff is the one with that redacted
20 section out of there. And I think because it deals with a
21 roommate, this is why I'm not sure of the order in which we
22 want to address this. Whether we need to first lay the
23 foundation of her personal knowledge in speaking to the
24 roommate and her recollection of that conversation before we
25 then deal with this business record that's contained in that

1 record, which, you know, essentially substantiates what she
2 learned in several months after the fact during her
3 conversation with Mr. Green.

4 THE COURT: So essentially you want the jury to hear
5 what this roommate said ---

6 MR. VANDENBERG: Correct.

7 THE COURT: --- is that right?

8 MR. VANDENBERG: Yes. And through, again, it's, it
9 is, you know, from a textual standpoint, the only, you know,
10 sentence that they'll see, and you know, it's not really, you
11 know, something that dwells on, I mean, Mr. Lyle said yesterday
12 it's not a hill that he would, you know, prefer to die on, so
13 it's, it's not, you know, the, I mean, it's, you know, like I
14 said yesterday, I think that it's, you know, the thing about
15 this particular individual is that, you know, he has no stake
16 in this litigation. So, you know, the statement was made to
17 Ms. Young and Mr. Brown as they were entering Mr. Postell's
18 unit, we avoided that yesterday and I think, you know, we, and
19 that's, I think that was fine. I think we still, we got to
20 the, what we really needed to get to, but as far as the
21 statement itself, it's contained in the document. I think that
22 what we, the most important element that we want to get to is
23 Ms. Floyd's testimony about her conversation with Mr. Green.
24 It's relevant, it's, it certainly corroborates these other
25 statements that were made, and again, Your Honor, I think

1 I've, unless there's more to say, I think I'll just stop there.

2 THE COURT: Yes, sir. Any response?

3 MR. LYLE: Your Honor, very briefly. He's correct,
4 it's not a hill I'm going to die on. If it comes in, we're
5 willing to fully prepare to respond to it, so I don't think
6 it's that detrimental to my case. Having said that, there are
7 a few things worth putting on the record. First, I just heard
8 Mr. VanDenBerg say they have a continuing duty of privacy and
9 to protect all these tenants' names. Well, he's never
10 disclosed that name to me until he filed a public document
11 listing first and last names of these roommates in his pretrial
12 brief. So to the extent there is some privacy, he just
13 exploded on that. Secondly, he's calling this a business
14 records exception, that's still an acute argument, it's still
15 an out of Court statement, it's two layers of hearsay, it's a
16 roommate's statement to Katie Floyd. Just because Katie Floyd
17 interviewed some guy with the last name Green or Joseph in the
18 course of her business of doing an inspection or an
19 investigation, that does not all of a sudden make it around the
20 hearsay hurdle because it's her report. The business record
21 exception would be if she were not the author of that record
22 and tried to get it in. But if he wants to put her on the
23 stand, I'd love to have the jury hear what she has to say, I
24 would not have published her deposition excerpts like he told
25 me a month ago that she was unavailable and wasn't coming to

1 trial. Having said that, it's still hearsay, it's an out of
2 Court statement, it's two layers of hearsay, it does not fit
3 under the business records exception. So we would ask you,
4 again, to leave that out because it's just a, if he wanted to
5 list this guy as a witness and we would have had the
6 opportunity to take his deposition or call him ourselves to
7 trial, we would have done so, but again, his name was covered
8 from me. And also, I think it's patently unfair that he would
9 produce a redacted document that's blacked out that he now on
10 the day of trial wants all of a sudden uncover when I've not
11 had the opportunity to ask any questions of his witnesses about
12 the document, not been able to do any investigating or research
13 on my own. So it's just patently unfair to have this document
14 that's fully blacked out that he now wants to all of a sudden
15 produce the unredacted version. Just because he did a
16 privilege log doesn't change that. So I would ask to leave all
17 of that out.

18 MR. VANDENBERG: Your Honor, I'm not, I don't,
19 there's no, the version of the document that we're, there's
20 two separate documents. You know, our Exhibit Number 20
21 is what they've already marked as their exhibit. So that's
22 the document that was produced in a redacted version.
23 It's just, it's a, you know, the other portion of that document
24 as we produced in our privilege log a year and a half ago is
25 nonresponsive, so, and it's several years prior. Anyway,

1 that's a separate issue.

2 MR. LYLE: Well, if it's nonresponsive, then why
3 would it come into this trial?

4 MR. VANDENBERG: It's not coming in, it's the
5 responsive portion. Your Honor, it's the version that's
6 already produced by Plaintiff, is the exchange between Carlton
7 and one of my clients' former employees, Rachelle Leak.

8 THE COURT: And so as I understand it, that's really
9 the only reason this is being offered ---

10 MR. VANDENBERG: Exactly.

11 THE COURT: --- to get that additional language in?

12 MR. VANDENBERG: That's a separate exhibit. What I'm
13 discussing is Ms. Floyd's seven- or eight-page investigation
14 email.

15 THE COURT: But that investigation email will contain
16 the fact that some, one of, either she or some employee talked
17 to this alleged roommate, is that right?

18 MR. VANDENBERG: So in her investigation email which
19 is already marked by Plaintiff, there is a section of that,
20 there's one sentence that was a Teams message that has the
21 whited out version that's, and what has been currently marked,
22 it's the version that Mr. Lyle showed during his opening. That
23 little snippet is contained within her email. So as she was
24 compiling her notes and typing up this email to HR copying Mr.
25 Hooser, she was documenting, you know, the course of her

1 investigation and she both directly and personally interviewed
2 witnesses and also collected statements related to their notes.
3 So some of that was textual, there was a snippet in there with,
4 and again, this was, you know, this has been in their hands
5 for, since February, that particular document. But we also, it
6 was produced on our privilege log as entirely privileged
7 document. This is, you know, back in sometime late November, I
8 think 2022, so we marked it then as entirely privileged based
9 on privacy concerns and then there was a second discovery
10 request prior to Ms. Young's deposition. And you know, my
11 client had to make a judgment call, so at that point in time,
12 we knew that it was, so we knew that it was, you know,
13 material, certainly her investigation email that, that if this
14 went to trial, yes, this is, you know, some months ago we
15 were hoping that this would be resolved without the need of
16 trial, and so, but we felt that with the, you know, as
17 we kept going forward that this was likely that we would
18 get to trial and so that was a document that we knew would
19 somehow come into evidence and so we produced it at that
20 point.

21 THE COURT: I understand. This statement about this
22 roommate, are you, so help me now. You're telling me that it's
23 admissible because it's an exception to the hearsay rule under
24 the business records section?

25 MR. VANDENBERG: I think, you know, so we would

1 have made the same argument yesterday, but Ms. Young is not, so
2 fundamentally, there's an issue with her anyway as a witness on
3 behalf of my client. So the, and the reason, I mean, from our
4 perspective, the reason that she is so useful as a witness for
5 the Plaintiff is because she really doesn't have the depth and
6 breadth of knowledge about the company as we'll see today when
7 more senior and experienced members of my clients' operation
8 testify. So, but to try to make, and it would have, you know,
9 she was not in a position at any point in time to really, to
10 offer the business records, but this Teams message system that
11 was used by my client similar to, you know, the, to their email
12 system, so these are our business records. But again, she is
13 not, and Ms. Floyd is, you know, there were a number of, Mr.
14 Lewis who will testify today is on that thread, Ms. Floyd is on
15 that thread, so they're both part of this, but that in and of
16 itself, that Teams message is a business record. And they're,
17 you know, either Mr. Lewis or Ms. Floyd are in a position to
18 actually understand and be able to testify and both, you know,
19 authenticate and also to, really to lay a foundation as a
20 business record for how Teams is used or was used at least at
21 that point in time internally, it's a communication system that
22 was documented, etcetera.

23 THE COURT: Is there some support for me to
24 allow, yes, this comes in if it comes in as a business
25 record for the fact that the record contains hearsay?

1 Does it all come in under the business records
2 exception?

3 MR. VANDENBERG: I think it's, you know, there's, I
4 mean, the way I offered it yesterday was, you know, she was
5 responding to her present sense impression of what she
6 overheard this declarant say at the time. So she was asked a
7 question, she responded, not, you know, not, you know, let me
8 think about this for a couple of weeks then respond, it was
9 just her response. You know, she was not trying to be
10 deceptive, it was a very authentic response, and really, this
11 is why I, you know, said well, at the beginning do we need to
12 first lay the foundation through Ms. Floyd's discussion with
13 the roommate to then see how really, what the statement is, you
14 know, that corroborates the statement that was made. And that
15 was really part of the reason why Ms. Floyd was going back and
16 continuing to interview these other participants was to, you
17 know, try to further the investigation, try to understand
18 exactly what had happened independent of what, you know, she
19 was hearing internally. So she heard from this person, and I
20 think, again, another reason why, you know, someone who is, you
21 know, not a part of this, saw what he saw, heard what he heard
22 and then just, and not, you know, didn't come forward and say,
23 you know, Ms. Floyd or whomever, Ms. Young, this is, I want to
24 share this story with you, it was just, you know, what did you
25 see, what did you hear, and he just volunteers it to them. So,

1 and then in that Teams message, there was a response, you know,
2 contemporaneous to what she heard.

3 THE COURT: And Mr. Lyle, you tell me you're not
4 going to die on this issue if I let it in?

5 MR. LYLE: Well, I think the law's clear on this, I'm
6 just trying to let you know or let opposing counsel know, I'm
7 still very confident in my case, I do think it's prejudicial
8 now because if you're going to change the ruling, Mr. Postell's
9 already testified and I would have addressed this issue during
10 my case in chief had I known this was going to come in. And I
11 would still assert, it's the same argument I just made, it's
12 not a business records exception, the person who authored that
13 document he wants to put up on stand that if she can
14 authenticate it, give the foundation for it then she can get
15 her second email report in. Inside of that seven-page email
16 report is a screen shot of a Teams message which is the source
17 of the out of court statement offered for the truth of the
18 matter. And so I still think it fails, miserably fails to come
19 in under any exception and certainly not business, or excuse
20 me, certainly not present sense impression, we addressed that -
21 --

22 THE COURT: Is it possible that this statement is
23 simply not being used for a hearsay purpose?

24 MR. LYLE: The truth of the matter is whether or not,
25 you know, he's going to argue that Mr. Postell said that he was

1 moving out and therefore, it gave the green light for all these
2 people to go ahead and trash out his room.

3 THE COURT: But can he not show it to say that this
4 is why they acted as opposed to, I mean, clearly the jury's got
5 to make a determination whether or not he was planning to move
6 out.

7 MR. LYLE: I think that's an effect on a listener
8 which would be a hearsay exclusion, not necessarily an
9 exception.

10 THE COURT: Okay.

11 MR. LYLE: And I don't think this fits under the
12 effect on a listener exclusion either, I think that's
13 801.

14 THE COURT: Any thoughts, Mr. VanDenBerg?

15 MR. VANDENBERG: No, Your Honor, I'm not, I don't
16 follow the line of reasoning yet, but...

17 THE COURT: Good enough. I'm going to continue to
18 keep this hearsay out. I just, I can't, when I say hearsay,
19 I'm talking about any statement related to what some roommate
20 may have told any of these folks. Now, you can certainly have
21 Ms. Hill testify that she interviewed even the roommate, but I
22 don't want to hear anything that the roommate may have relayed
23 to her even in the context of this investigation.

24 MR. VANDENBERG: Okay. Thank you.

25 THE COURT: You're welcome.

1 MR. LYLE: If I may, Your Honor, I think sometimes in
2 the trial when things happen quickly we kind of backdoor things
3 in and say did you talk to the roommate, now, based on what the
4 roommate told you, don't tell me what the roommate said, but
5 based on what he told me what did that then make you decide to
6 do. I think now that we have all this foresight of that being
7 an issue that Your Honor's ruled on, I would ask that, a very
8 strict instruction not to try to tow that line in respect to
9 that, and if he does tow that line or cross that line, I have
10 no choice but to call Mr. Postell in reply and address that
11 issue because it's a bit unfair.

12 THE COURT: And certainly, you're going to have a
13 rebuttal case. If the way to handle that is as we did with Ms.
14 Young yesterday, I can just give her instruction prior to the
15 jury coming in.

16 MR. LYLE: Yeah, I would appreciate that, Your Honor,
17 an instruction to Ms. Floyd and Mr. Lewis to the extent Mr.
18 VanDenBerg thinks he can get Mr. Lewis to say that as well.
19 But I would still reassert the same argument I made earlier.
20 Thank you, Your Honor.

21 THE COURT: Alright. We've got about five minutes
22 before I'd like to bring the jury in. One of the jurors was
23 pretty inattentive yesterday, I don't know if you all noticed
24 that. One of the jurors was inattentive.

25 MR. VANDENBERG: No, Your Honor.

1 THE COURT: No one noticed that?

2 MR. LYLE: Your Honor, that's your discretion, I'm
3 fine with however you rule on that, if you want to bring in one
4 of the alternates or leave him, I'm happy either way.

5 MR. VANDENBERG: That's, that's, I haven't paid it,
6 little attention to the jurors, you know, I've been looking
7 down most of the time, so ---

8 THE COURT: I understand.

9 MR. VANDENBERG: --- but no, that, I mean, at your
10 discretion, we have no issue with ---

11 THE COURT: That's fine. And my intent is not to
12 embarrass this juror, my intent would be unless somehow, I have
13 a change of heart, my intent would be to replace him with an
14 alternate.

15 MR. VANDENBERG: Okay. We have no objection, Your
16 Honor.

17 MR. LYLE: None from us.

18 THE COURT: And that, this, if I replace him, I will
19 replace him from the deliberating pool after we have charged
20 and we send them back and, you know, the idea is they're not
21 supposed to deliberate until I tell them. Last thing, Mr.
22 Lyle, I got some charges from you. Mr. VanDenBerg, did you
23 have any charges that you ---

24 MR. VANDENBERG: I have, I mean, we were just talking
25 about that a few minutes ago. I have, so I went through, I had

1 some, I forgot my power cord here yesterday, so my computer was
2 dying on me, so I didn't get a chance to actually cut and paste
3 the sections from Judge Anderson's book, so that's what I've
4 been operating from as a, just as a foundation. So I really
5 haven't really got to anything beyond that, so...

6 THE COURT: That's fine. We will hopefully get to
7 the charges later in the day, if you have an opportunity. Have
8 you had an opportunity to look at what Mr. Lyle sent?

9 MR. LYLE: I think I copied him on the same email
10 this morning, that's the first ---

11 THE COURT: So you may not have that because I
12 haven't had an opportunity.

13 MR. VANDENBERG: Okay.

14 MR. LYLE: Just for clarity's sake, I took the civil
15 charge book and just cut and pasted the entire general charge
16 and then went down and picked out the specific causes of action
17 and things that I didn't think were applicable. I sent them to
18 you too, two documents hoping that would help you review it
19 quickly.

20 THE COURT: Thank you. We ready?

21 MR. VANDENBERG: Yeah.

22 THE COURT: Is Ms. Hill going to be your first
23 witness today?

24 MR. VANDENBERG: Ms. Floyd is, she is, she might be
25 here ---

1 THE COURT: Ms. Floyd, excuse me.

2 MR. VANDENBERG: Yes.

3 THE COURT: If we can bring her in and I can give her
4 an instruction about ---

5 MR. VANDENBERG: She's outside.

6 THE COURT: That's fine. Good morning, how are
7 you?

8 MS. FLOYD: Nervous, but we're making it today.

9 THE COURT: Please don't be nervous. You're going
10 to, Mr. VanDenBerg is going to offer you as a witness. I have
11 ruled that any content of any conversation you may have had
12 with any of Mr. Postell's roommates will not come in. So
13 please do not relay anything that any roommate may have told
14 you. Now, that does not mean if Mr. VanDenBerg asks you what
15 you did in your investigation, it doesn't mean you can't say
16 you talked to people to include this alleged roommate. But you
17 can't relay what the roommate said.

18 MR. FLOYD: I understand.

19 THE COURT: Yes, sir?

20 MR. LYLE: If Your Honor may, just so it's not a
21 shock to her, if you could instruct her that her seven page
22 report includes the screen shot of that Teams message that has
23 since been redacted so that that doesn't get blurted out or
24 surprise her if she wants to look at that second page of that
25 report, she'll know what we're talking about.

1 THE COURT: Apparently there's a Teams message, the
2 last line of which relayed information communicated by the
3 roommate, that has been redacted, so you will not see that, so
4 just the idea so you're not surprised by that.

5 MS. FLOYD: I understand.

6 THE COURT: I think it might be best if you don't
7 mind just having a seat in the gallery and we will call you up
8 just as any other witnesses.

9 MS. FLOYD: Definitely.

10 THE COURT: We appreciate you being here. We're
11 ready to go.

12 MR. VANDENBERG: Just a few more minutes, I need to
13 get, make sure I got the right exhibits, I brought both
14 versions so I just want to make sure I got the correct
15 exhibits. There's a few that haven't been introduced, so I
16 just want to make sure I got those. Thank you, Your Honor.

17 THE COURT: Alright. Yes, sir. Mr. Bailiff, call
18 the jury in, please.

19 BAILIFF: Yes, sir.

20 (Jury entering Courtroom.)

21 BAILIFF: Jury's seated, Your Honor.

22 THE COURT: Good morning. I'm not sure my mic is on,
23 but you can probably hear me. We're starting a little closer
24 to the time that I said this morning, so we're doing better. I
25 just want to say thank you for being here, being on time, and

1 we will begin our trial now. We are about to begin the
2 Defendant's case. When we started, you told me that you would
3 listen to both sides of this case, and I'm going to ask you to
4 pay particular attention to all of the evidence that the
5 Defendant is about to present. Can you do that for me?

6 JURY: Yes, sir.

7 THE COURT: Thank you. Yes, sir, Mr. VanDenBerg.

8 MR. VANDENBERG: Thank you, Your Honor. Defense
9 calls Katie Floyd.

10 CLERK: Do you swear or affirm that the testimony
11 you're about to give in this case be the truth, the whole
12 truth, and nothing but the truth so help you God?

13 MS. FLOYD: I do.

14 CLERK: Thank you, ma'am. Please have a seat in the
15 witness stand and state your full name.

16 MS. FLOYD: Legal name?

17 MR. VANDENBERG: Yes.

18 MS. FLOYD: Nancy Katherine Floyd.

19 **DIRECT EXAMINATION**

20 BY MR. VANDENBERG:

21 Q So Nancy Katherine Floyd, may I please call you Katie?

22 A Yes, sir.

23 Q That's how we've referred to you during the course of this
24 trial, if that's okay.

25 A (Nonverbal response).

1 Q So Katie, good morning.

2 A Good morning.

3 Q So if you could just describe for the jury your background
4 in property management starting at the first experience and
5 leading up to present day.

6 A So my background in property management started with
7 university housing with on campus universities, I've worked in
8 a variety of different states doing that. And about eight
9 years ago I transitioned into off campus student housing, so
10 the private sector housing for those students in particular.
11 During that time, I also spent about a year and a half working
12 in conventional housing, which is a little bit different from
13 student housing. And ultimately during that trek, made the
14 decision to do a career shift and currently I have a position
15 with the government as a budget analyst.

16 Q So when, I guess, during these past years of experience,
17 during what periods of time did you work for the Defendant,
18 Campus Advantage?

19 A During that time, I started with Campus Advantage in
20 September 2020 and worked with them through May 2022. Took
21 about a six-week hiatus and came back to Campus Advantage at
22 The Rowan in July of 2022 through February 2023.

23 Q Okay.

24 THE COURT: Mr. VanDenBerg, excuse me. Madame Court
25 reporter, can you hear?

1 COURT REPORTER: Actually, I'll put this right here.
2 Okay. So sorry.

3 THE COURT: I'm sorry. Please continue.

4 MR. VANDENBERG: Is it working?

5 COURT REPORTER: (Nonverbal response).

6 Q So during your period of employment with Campus Advantage,
7 did you always have the same position?

8 A No, I did not. For about 10 months I did work as an
9 operational, operations specialist, which is essentially a
10 traveling property manager. During that time, I would be sent
11 to assets that did not have an active property manager on site.
12 I would also assist with training the new property managers; I
13 would also train the leasing managers and part time associates.
14 And then also create reports to report back findings if there
15 were any concerns for the property, if ownership groups had any
16 requests for additional information, all of that was presented
17 to them so that they can make their decisions after I left.

18 Q So I want to get to your experience with The Rowan. So I
19 want to kind back up and, you know, lay kind of the foundation
20 for how you got there. So, and the incidents that we've been
21 talking about were in 2022, so at The Rowan in particular,
22 there was a property manager, you know, then manager at the
23 site, Terrance Jackson. So when approximately, if you don't
24 recall the exact date, but when did he leave employment at
25 Campus Advantage?

1 A I believe his last date of employment was in May, mid to
2 late May.

3 Q And this is 2022?

4 A Yes, 2022.

5 Q And so, and you describe your role as an operations
6 specialist, is that fairly common in just the housing industry,
7 in particular in the student housing industry?

8 A Yes to both. So it's very common to have some type of
9 traveling property manager position regardless of student
10 housing, conventional housing, even I believe it's called
11 retail, retail space so that there's always a manager available
12 to assist with day to day operations within the property as
13 well as making decisions and providing them additional support.
14 In student housing, each company does call it something
15 different, but typically it does align somewhere with an
16 operations specialist somewhere in the name.

17 Q So the intent of these operation specialists is these are
18 not, you know, necessarily designated permanent positions, so
19 it's to fill a gap until, you know, a permanent placement is
20 located and hired?

21 A Precisely. So these three positions specifically are 95
22 to 99 percent travel. You are not staying at the same position
23 or at the same property for any length of time. Some companies
24 have an end date that you're only there for two weeks and then
25 you rotate to your next assignment. Other companies believe

1 that there's more to support longevity, so you may have what's
2 called a short-term temporary assignment where someone may have
3 gone out on maternity leave, so you know you're going to be
4 there anywhere from six the 18 weeks, just dependent upon that
5 property's needs.

6 Q So in the case of Mr. Jackson, so Mr. Jackson leaves at
7 the end of May, you get the call, and where was your homebase
8 at that time?

9 A Huntsville, Alabama.

10 Q Alabama. And so you get the call, you know, we have an
11 urgent need in The Rowan, how quickly can you get there?

12 A Yes, sir. That was essentially the conversation.

13 Q And so I believe it was July 4th weekend, is that
14 accurate?

15 A Correct. That was when I moved to Columbia, and July 5th
16 was the first date of employment at The Rowan.

17 Q And were you also, did they provide housing for you?

18 A They did.

19 Q And so is that fairly typical, I guess, not uncommon in
20 this industry for the actual sites to provide housing for some
21 of its employees?

22 A It's not uncommon. It does depend on a few different
23 factors. In student housing, it is more common for the
24 property manager to live onsite, that's one of most companies'
25 perks, and that's one of the appeals that they present to

1 ownership groups. Depending on the financial position of the
2 property and depending on the occupancy of the property, some
3 ownership groups do make the decision that rather than do a
4 full compensation package, they do a partial compensation
5 package or no compensation at all. It just depends on the
6 market; it depends on the ownership group and a few different
7 factors.

8 Q So in this case, were there any assurances, so this was
9 not necessarily like the maternity leave scenario you
10 described, was there any discussion about how long this
11 assignment might take?

12 A There was a little bit of a discussion between myself and
13 the regional manager, more in hypothetical scenarios of if this
14 happens then this could happen. The property was positioned to
15 be placed on the market in about September, and going into
16 accepting this position that was something that was disclosed
17 to me. So when a property is placed for sale on the market,
18 that could mean that I may be there for one month, it could
19 mean that I'm there six months or a year, depending on how
20 quickly it sells, very similar to when you are selling your
21 house. So with that being said, there was a discussion on it
22 may not be, you may not be at this location for, you know, a
23 year, so there was never intention, I did not have the
24 intention to try and buy property in this area to establish my
25 residency because I knew that it was ultimately either going to

1 be sold or I would move to a different, not I would be moved, I
2 would choose to go to a different position.

3 Q So let's discuss that for a moment, the kind of difference
4 between the property manager and ownership. So can you just
5 tell the jury, you know, in your own words how that distinction
6 is made?

7 A Will you repeat the question, I'm sorry.

8 Q Sure. So let me break it down. So you discussed the
9 ownership and, and I guess, property management. So are there,
10 in this student housing industry, are there, is there a
11 distinction made between property owners in some instances and
12 property managers?

13 A Just to confirm, are you asking if there's a difference
14 between third party management or a management company and
15 ownership group, are they two distinct entities?

16 Q Yes.

17 Q Okay. So in a property management capacity there are
18 different methods, different styles of management. Each
19 company has their own verticals in what they prioritize in
20 their business model. For Campus Advantage, I believe the
21 majority of their properties if not all of their properties are
22 third party management. That means that there is a separate
23 owner, a separate entity, as well as a management company that
24 comes in and manages the asset. It is not uncommon for large
25 businesses who, part of their investment is in multifamily

1 housing i.e. student housing, conventional housing. And with
2 that they do either keep the same management company for all of
3 their assets for continuity purposes or they will diversify
4 their portfolio and bring in different management companies
5 partly so that they can see the different results that each
6 management company can offer, but also it is market specific.
7 An example of that would be if you're looking at Salt Lake City
8 or Idaho, you want a management company that is very familiar
9 with the clientele there so that when owners meet certain
10 demands, the management company can be sympathetic to those
11 demands such as having a male side and a female side to the
12 buildings.

13 Q So you mentioned that the property, there was a
14 possibility it was listed for sale in September, this is 2022.
15 So there was, and how common is that in this industry for, you
16 know, the ownership to change?

17 A So short answer is very common. Longer answer is that it
18 ultimately depends on the position of the asset. So if you,
19 the position of the asset and the business model of that
20 particular company. So with certain organizations, they want
21 to do what's called a long-term hold. They know going into
22 this business model that they've ran their numbers, they know
23 that it's going to take seven to 10 years for them to hit, I
24 don't want to use the wrong term, but essentially make their
25 money back and hit their profit number that they have in their

1 mind. For other businesses, they choose to do what's called a
2 short-term hold where you're looking anywhere from three to
3 five years. What I have found in my personal experience is
4 that student housing, it is more common to have short-term
5 holds. Part of that is the type of asset that is purchased,
6 there's different classification, A through D, and I can
7 breakdown the benefits to each of those if necessary, but in
8 short, The Rowan was an asset that was purchased as a short-
9 term hold and ultimately was going to be sold because we were
10 hitting that, I believe three or four year mark at that
11 point.

12 Q Okay. Thank you. So I want to talk now about, so at
13 Campus Advantage, just to continue that point, so Campus
14 Advantage, were there any assets that you recall and this is
15 again in 2022 that Campus Advantage owned and managed?

16 A Off the top of my head, I do not recall, but that does not
17 mean that there wasn't one, I just wasn't privy to that
18 information.

19 Q So Campus Advantage then, most of their function was just
20 third party managers for these sites?

21 A Correct, yes, sir.

22 Q Okay. Do you recall if there were any other, so, let me
23 back up. So the name EMRES II, South Carolina, LLC., is that
24 familiar at all to you?

25 A It is, yes, sir.

1 Q Were they the owners, at least at that point in time, were
2 they the owners of The Rowan?

3 A Short answer, yes.

4 Q Okay. And so do you recall any other properties
5 throughout the United States where there was a similar
6 relationship between Campus Advantage and EMRES?

7 A Yes, I do.

8 Q Okay. Do you know where that was?

9 A There was a property, student housing property in College
10 Station, Texas, there was a student housing property in
11 Natchitoches, Louisiana ---

12 Q Okay.

13 A --- it starts with N-a-t. And my previous property was
14 with, in Murfreesboro, Tennessee, that asset sold. So there
15 have been a historical relationship between Campus Advantage
16 and EMRES. And I believe that there was another property at
17 the time in 2022, but I'm, I don't remember the name.

18 Q Okay. So let's talk about Campus Advantage now. So
19 Campus Advantage, did they do any work in conventional
20 housing?

21 A They did not. Their vertical was solely dedicated to
22 student housing. Their priority, their focus, their bread and
23 butter was always going to be student housing. They did not
24 have an interest in venturing into a conventional housing or
25 retail space or anything like that.

1 Q Okay. Again, in Campus Advantage in your experience, was
2 an organization not atypical from others that had lots of
3 policies and procedures?

4 A Correct. That they had well documented rules and
5 regulations and policies and consequences in place should the
6 policies not be followed.

7 Q Okay. And in your role, both prior to you becoming an
8 operations specialist at The Rowan and other locations, can you
9 just tell the jury about, you know, some of your training, you
10 know, and again, this is with Campus Advantage, some of your
11 training that you undertook while you were with Campus
12 Advantage.

13 A So with Campus Advantage, both times that I started with
14 them, so the first time when I was in Murfreesboro, as well, in
15 2020, as well as in 2022, you have to go through a six-week
16 training program. It is concurrent with your job, so you are
17 receiving on the job training, and it reinforces the
18 expectations, this is delivered in group, virtual environment,
19 so everyone is collectively on a Teams call so to speak.
20 Additionally, people, you have one on one mentor program that
21 you're working with one person who has similar or more
22 experience with Campus Advantage or similar or more experience
23 within the industry as a whole. In addition to that, you also
24 have weekly, I believe it's weekly, it may be biweekly,
25 training hours that you do have to complete, turn in, and make

1 sure that you are tracking the information, you are following,
2 and you're understanding, and that's the big component is that
3 you do understand. Not just for fair housing expectations, not
4 just, you know, the difference between an accommodation versus
5 a modification, but you can fully articulate how those impact
6 your day-to-day job and what you can do proactively to make
7 sure that residents have a very well enjoyed experience
8 overall.

9 Q And I think you already answered this question, but were
10 some of these classes in person and the others were online
11 modules?

12 A So they were virtual, so unless the regional came onsite,
13 typically the trainings were not in person, face to face.
14 There were virtual trainings, again, the Team calls and things
15 like that were at the group setting and there were learning
16 modules that you did have to complete and check off.

17 Q And so the, for other employees other than yourself, and
18 specifically at The Rowan, so what types of training would be
19 made available to employees at The Rowan?

20 A Great question. Very similar trainings. It is catered to
21 the expectation of the role, so a part time employee would not
22 have the same expectations or the same knowledge base as a full
23 time employee, and with that there is a distinction between a
24 full time leasing agent and managers. So it is a pyramid, so
25 to speak style approach, so your part timers are taught the

1 basic information such as fair housing, they're taught customer
2 service, they're trained on all of that. Those are handled
3 both virtually as well as online, virtually, calls, as well as
4 it's reinforced with the onsite managers. And it's continued,
5 typically we have weekly staff meetings, we are choosing a
6 topic and we're training on it, so it's continued whereas a
7 full time staff member and managers have a more intentional
8 upfront training and then they have conversations with their
9 supervisors to reinforce their training.

10 Q And I want to show you a couple of exhibits that we've
11 marked. This is Defense Exhibit 3 and Defense Exhibit 4, and
12 I'll ask you a few questions --

13 MR. VANDENBERG: -- may I approach, Your
14 Honor?

15 THE COURT: Of course.

16 Q So what we marked as Defense Exhibit 3 is what's titled
17 the Campus Advantage General Manager Training Booklet.

18 A Yes, sir.

19 Q You see that? And then number 4 is the Campus Advantage
20 Turnover Procedures Manual?

21 A Yes, sir.

22 Q So are you familiar with both of those documents?

23 A I am, yes, sir.

24 Q And so I want to talk first about the general manager book
25 and your experience with that. So can you just describe for

1 the jury when you first, I guess, became required to become
2 knowledgeable about that, the contents?

3 A Yes. So the general manager training booklet is handed to
4 a property manager or general manager, those terms are used
5 interchangeably, that is handed to the person day one. It is
6 sent to them via email, it is also in their virtual training
7 materials, and upon completion of reading it and reviewing it,
8 you do also sign an acknowledgement stating that you have read
9 and reviewed the terms and conditions of what's in the booklet.
10 It is also easily accessible to property managers, so if there
11 ever is a question about policies, procedures, or what to do
12 with the contact, it is available to them in what's called
13 SharePoint, which is just a software application that houses
14 most of the information that's necessary to retrieve.

15 Q And so I guess, when more specifically would you have
16 been, so is this when you first started working at The Rowan or
17 would this be prior to that point in time when you became
18 familiar with these materials?

19 A Both times. So regardless of history working with Campus
20 Advantage, the expectation is that you review it, and you sign
21 off that you have read every, read all pages and understand
22 everything. The reason being is that things change, it gets
23 updated, policies change, what was happening in 2020 may not
24 necessarily apply in 2024. So as such, things do get updated,
25 so regardless of when you start, you are signing off, I signed

1 off in 2020 when I first started, as well as in 2022 when I
2 came back.

3 Q Okay. And then now, exhibit number 4, the Campus
4 Advantage Turnover Procedures Manual. Do you recall your first
5 experience working with that document?

6 A Yes, I do.

7 Q Can you please tell the jury about that experience?

8 A Yes. So in 2021, I experienced my first turn, what's
9 called turn, at the Blue Apartments in Murfreesboro,
10 Tennessee. It was my first turn with Campus Advantage
11 specifically, I did have prior experience with student housing
12 turn with other employers, but this was six almost seven months
13 in advance given to us with the expectation that we review it
14 weekly. And we are also actively discussing it with our team
15 so that all expectations are well discussed in advance. With
16 turn things can be hectic is a polite way of putting it,
17 there's a lot of stuff happening. To kind of parallel it to
18 something, it's very similar to trying to build an entire like
19 housing community. You are starting from scratch, you are
20 painting, cleaning, repairing carpet, replacing carpet,
21 repairing floors, replacing furniture, cleaning. After all of
22 that has been done, it's a very busy timeframe so to avoid
23 misunderstandings at the time of turn we start early and
24 typically these conversations, and this packet is handed out in
25 about January with most student housing turns taking place

1 anywhere from July to September depending on the position of
2 the country.

3 Q And the term you used was hectic, and so when I think of
4 like I've seen these videos of activities on an aircraft
5 carrier where it's like all kinds of things going on and I see
6 that and I think, you know, that's beyond hectic, that's chaos,
7 I can't imagine. But if you were to interview those
8 individuals working, they're like this is just my job. So in
9 that context, you know, would you say that, you know, your
10 experience is, you said hectic, and you described that as chaos
11 or somehow, how would you describe that?

12 A Another way of phrasing it would be organized chaos. The
13 thing about turn in student housing specifically, this is where
14 the distinction between conventional and student is most
15 prevalent. In student housing you are looking at hundreds of
16 people moving out simultaneously, and any one is a cog in the
17 system, a peg in the system that does not operate to its
18 fullest potential creates a backlog for everything that comes
19 after that. So you always prepare for the best process ever
20 and everyone believes that their process is the best process.
21 And when everything gets put into the gauntlet, that's when you
22 really see what areas need improvement, how can we tweak this.
23 Which to that point we also have after everyone is done with
24 the turn, we also have a discussion about what can we do to
25 improve, what softwares can we bring in to make this more

1 manageable, what positions do we need to hire for at turn time
2 to make sure we have the sites, the onsite teams fully
3 supported with manpower. So it is hectic because you are
4 thinking about everything all at once at the most extreme
5 moments. And it's also not uncommon for certain days during
6 that turnover period for you to be working 12, 16, 18, almost
7 20-hour days. I have worked for some employers that, for about
8 four days straight because we got behind with a vendor, we
9 ended up working almost 19 hours four days straight, and
10 ultimately it was to make sure that the residents when moved in
11 had the best experience. At that particular property they did,
12 it was a very successful move in day. So it's hectic because
13 you have such a short time frame to get it across the finish
14 line, but when you have the move in day and it's a success,
15 it's worth it.

16 Q So, and I want to ask you about, you know, policies and
17 then use, policies at the Campus Advantage. So when,
18 I guess, if one were to refer to the Campus Advantage turn
19 policy, is that a document that we're looking at in front of
20 you?

21 A Yes, it is.

22 Q So is there a separate turn policy that you're aware of
23 for Campus Advantage?

24 A Not that I'm aware of.

25 Q And specifically, as it relates to the incident

1 regarding Ms. Postell, was there a separate turn policy other
2 than what you see in front of you?

3 A No, there was not.

4 Q So I want to talk about, I think you raised this a minute
5 ago, but I want to talk about this system. So --

6 MR. VANDENBERG: -- can I get her a cough drop?

7 MS. FLOYD: I have one.

8 MR. VANDENBERG: Okay. So if you want, that's fine.

9 Q So what I'd like to ask you about is the different types
10 of software, are you familiar with, and again, this is in 2022,
11 the system that Campus Advantage was using at The Rowan?

12 A Yes, sir.

13 Q And what was that software called, well, excuse me, what
14 was that system called?

15 A The property management system software was called
16 RealPage, it has various applications within the software
17 program that monitors different aspects of property management.
18 So property management system software would be the term that
19 is most commonly used in any type of management.

20 Q Okay. And the only reason I ask about, you know, the
21 term, I, you know, I just want to make sure we're speaking the
22 same language. So is it, is RealPage a software or is it some
23 type of actual intranet system that...

24 A So RealPage specifically is a software application meaning
25 that it is something that the management company would purchase

1 to use their various technological features. It is not an
2 intranet based application, Excel, I'm sorry, Microsoft Office
3 as a whole use a lot of intranet, I believe, I am not too
4 technology, that is not my background, but my understanding is
5 that Microsoft Office, Microsoft Suite would have something
6 such as SharePoint which would have the intranet feature.

7 Q And so just industry wide, I know, I mean, I know there's
8 not an endless number of these RealPage type systems, is that a
9 fair term, system?

10 A It is, yes, sir.

11 Q So other than RealPage, what other systems are you aware
12 of and that you've worked with as well?

13 A I am aware of at least four other systems and those are
14 your major like large scale systems, they have, they support
15 multiple management companies. Management companies also have
16 the option to create their own property management software,
17 which is something that I have seen two different times in my
18 experience. But the spirit of what those property management
19 systems do are all very similar, they are there to manage and
20 track leasing. So sending a lease to an individual, signing
21 it, and counter signing it, having it accessible in the
22 residents' portal as well as the property management portal
23 because those are two different science to the same site. And
24 then there's also the financial tracking component both for
25 residents' pay, but also internally when we purchase things for

1 the property, we need to track those expenses, we need to give
2 it a code according to your general ledger code which is the
3 accounting side to the house, things like that. So spirit
4 wise, they do very similar things.

5 Q And so do you, did you ever go to, I guess a, either
6 annual training or maybe a trade show where these various
7 vendors have booths and describe their, the benefits, pros and
8 cons of their different platforms?

9 A Yes. So it was very common for us to have those like
10 tabling events during our annual conference or annual
11 leadership conference. Most softwares also offer monthly
12 training sessions and they have specific ongoing reinforcement.

13 Q And so are you familiar with like, I would imagine that
14 this is at least a short to long term investment by a company
15 to decide what type of platform they're using, so, you know,
16 any decision to change these platforms would be something that
17 were discussed by the corporate level Campus Advantage?

18 A Correct, yes, sir.

19 Q And so in the instance with RealPage, do you recall when
20 you first started using RealPage with your experience with
21 Campus Advantage?

22 A Yes. I first used RealPage in September 2020 when I
23 started at Murfreesboro, Tennessee.

24 Q Okay. So the term processes, I want to talk about the
25 turn board, but in a minute, I just want to ask you generally

1 about the applications that are used during the turn period.
2 So what is, how is the RealPage system used and then maybe
3 compare and contrast other systems that you're familiar with
4 during the turn process.

5 A So all property system software's wholistically are there
6 to track who has moved in, what date they are moving out, and
7 their renewal status. There are some beta testing products out
8 there with other common interests in software available for
9 companies who are interested in pursuing what's affectionately
10 called a turn board within that property management system
11 software. Currently, in student housing, it is not common to
12 use a turn board within the property management system
13 software, it's not designed for that. And the reason being is
14 it's not designed to have hundreds of move outs taking place
15 all at the same time, the system literally does not think that
16 way. So it's not used in student housing, you do have to build
17 your own spreadsheet to track that information. So with that,
18 that's where SharePoint comes in, I apologize, I'm not
19 technology familiar, but essentially SharePoint is one of the
20 tools that you can use to create a spreadsheet so multiple
21 people can use it at the same time. There's micros that's
22 happening in the background, so it's actively tracking and
23 making adjustments and providing visuals as well as real line
24 item updates. The input for that, though, is coming from the
25 property manager and that knowledge is coming from the property

1 management systems software. So those two pieces of equipment,
2 those two tools that we have do not talk to each other, it's a
3 hammer and a nail, they work together, you need one for the
4 other, but it's not, the nail is not going to hammer something
5 into something.

6 Q So is there, the, in what we've marked as exhibit 4, the
7 turnover procedures manual, is there, you know, a section that
8 references the actual turn board process and how that might be
9 utilized?

10 A I believe that there is, I would need to skim through it
11 to find the exact page number.

12 Q Okay. That's fine, I just, your personal knowledge, okay.
13 So I think I heard you say that, so let me ask this, so let's
14 talk about turn board specifically. So I heard you describe
15 generally what that was, but how is it used at The Rowan?

16 A So the turn board specifically is what property managers
17 and all staff use to monitor the status of turn. It's called a
18 board only because it is something that you're looking at and
19 historically before technology took over the workforce, it was
20 physically on a wall, and you would track it that way. So as
21 technology has progressed the term still stays, but the
22 specifics behind it, the details to it remain unchanged. So
23 you're looking at common areas, you're looking at individual
24 units, you're indicating is it a vacant, fully vacant unit or
25 partially vacant unit. Partially vacant units are unique

1 because one of the, and this is also a distinction within
2 student housing versus conventional. In student housing, you
3 may have one roommate that moves out and you may have two,
4 three, four roommates depending on the number of bedspaces who
5 are staying. That is deemed a partially vacant unit because
6 there is at least one bedspace that we must get into the
7 apartment to turn which also means that there are limitations
8 in what we can do with a common area which also is a
9 conversation about expectations prior to residents arriving and
10 moving in. So it is imperative for us to track what we call
11 partial commons, partial vacants. Partial commons are specific
12 to common areas that are partially occupied units, so with
13 that, we have fully vacant units where the entire unit has
14 moved out, but a turn board is tracking that information for us
15 and it also gives us our written communication to our vendors
16 so the vendors know what their assignments are. It is used as
17 a pacing guide so that we don't have the paint vendors coming
18 in when carpet's getting replaced. For obvious reasons, we
19 wouldn't want both people in there at the same time, I've seen
20 it done, kudos to those who can do it, you don't want that as
21 your standard. So the turn board is intended to be used as
22 that guide to keep eight different people who are managing
23 their role all on the same page both figuratively and
24 literally.

25 Q And at The Rowan, at least in 2022, who had

1 the responsibility of managing the turn board?

2 A In 2022, that would have been a split responsibility
3 between three people. Terrance Howard would have started the
4 turn board, and he would have input most of the information if
5 not all of the information prior to his departure, and again,
6 from a timeline perspective, property managers are thinking
7 turn and getting started with their turn process in March. It
8 is months in advance, which is also why we have deadlines so
9 that we know for a fact if a person's going to stay in their
10 unit or a person is going to transfer or fully vacate. You
11 know, they've graduated, great for them, we hate to see them
12 go, but we also understand it's time for them to move on. So
13 with that -- I lost my train of thought, I'm so sorry.

14 Q That's fine. We were talking about the turn board and who
15 managed the process.

16 A So Terrance Howard would have started, when Terrance left,
17 it then became the responsibility of the operations specialist
18 of Campus Advantage who was temporarily assigned to the
19 property. During the transition between the operations
20 specialist and me coming in, that would have also been the
21 regional manager, Nick Hooser. But ultimately, whoever is the
22 property manager in March of that year, so in this case 2022,
23 they would have started and input the bulk of the information.

24 Q So you say it's a shared function between, you know, the
25 property manager and several others. Who were the other

1 persons that would kind of share that responsibility at The
2 Rowan?

3 A At The Rowan, it would solely be the responsibility of the
4 manager or higher to ensure it is accurate and that the
5 information is true and correct.

6 Q So no one else at the site?

7 A Correct.

8 Q So you said the VP of operations, is that Anna Flores?

9 A I misspoke, it was the operations specialist during
10 Terrance's departure and my arrival, they would have had an
11 operations specialist onsite who would have been updating
12 information as renewals were coming in or renewal transfers
13 were coming in.

14 Q And I just want to, you said Terrance Howard, is it
15 Terrance Jackson?

16 A Yes.

17 Q Terrance Howard?

18 A That is a worker of mine currently, I do apologize, yes,
19 Terrance Jackson.

20 Q So Terrance Jackson, your predecessor. So it sounds like
21 there was, so Terrance left and there was still some continuity
22 as far as managing the turn board?

23 A Correct.

24 Q And so when you took over in July, beginning of July?

25 A Yes.

1 Q So who did the handoff, I guess, from, you know, the turn
2 board responsibility to you?

3 A That would have been Nick Hooser, the regional manager.

4 Q And is that fairly common, I guess, as these, you know,
5 vacancies arise that there is a structure to fill these gaps
6 in management so that there's some oversight for these
7 systems?

8 A Yes. As a part of the regional manager position
9 expectations, onsite support and operational support, whenever
10 there is a property manager absent, or you're waiting for a
11 property manager to begin, that does, is an expectation for
12 regional managers to provide that assistance.

13 Q So with turn board, I think I heard you say or let me ask
14 you this. So the turn board list in SharePoint, is that
15 something that, within RealPage that you merely just push print
16 and then the turn board list is printed?

17 A It is not.

18 Q So the turn board is a separate system outside of
19 RealPage?

20 A Correct. These are two completely different systems, they
21 do not talk to each other, I cannot print something out or
22 download an Excell spreadsheet out of RealPage which is our
23 property management system software and upload it into a turn
24 board. It is, and I want to emphasize this, it is put in by
25 people, so they are looking at two different computer screens,

1 comparing information, inputting it into, so it is all manual
2 entry.

3 Q And so when you arrived at The Rowan in July since this
4 was now, the baton had been passed to you and became now your
5 responsibility, did you have any reason to have any concerns
6 about the integrity and the data that was on the turn board?

7 A I did not. I did not, and when I arrived on July 5th, the
8 first few days of my arrival was spent eyeballing and making
9 sure the information that I was provided was as accurate as
10 possible at that time. So from what I could verify, it
11 appeared to be true and correct.

12 Q And so, now we're getting closer to, so there's the actual
13 like several days of turn, I guess the turn would be, I guess
14 specifically would be, you know, move out and move in. So do
15 you recall in 2022 what the move out, the official move out
16 date was and then the move in date?

17 A Yes, I can. July 25th, 2022 was the move out date, and I
18 believe it was August 15th was the move in date. I'm confident
19 on the move out date, I'm a little foggy on the move in date.

20 Q So I want to show you, so just as, these have already been
21 introduced previously, but I want to show you what we've marked
22 as, actually, they haven't been previously introduced, so, oh,
23 no, yes, they have. So Defense Exhibits 12 and 13, so what I
24 want to show you, these are just leases, in this case they're
25 Mr. Postell's lease from 2021, '22 which is exhibit 12 and then

1 his lease from '22 to '23. And I want to just draw your
2 attention to the dates, the terms of those particular leases.
3 And so that, the dates in that lease, so they don't align with
4 the beginning or the end of a month. And so you see, I think
5 you said the move out date was the 25th, so that would have
6 been one bookend of the lease term.

7 A Correct.

8 Q And then the same with the, and if you were, if one were,
9 I guess, if one were then beginning a lease for the first time,
10 what would have been the beginning date of that lease term?

11 A I believe it was August 15th, it may have been August
12 12th, but early August would have been the end date for
13 2022.

14 Q But if one were renewing a lease ---

15 A It would be the following day. So if move out day was 7-
16 25-2022, then the new lease of a renewal lease would start 7-
17 26-2022. There's some verbiage in the leases that says it runs
18 until 11:59 pm and 12:01 am.

19 Q And so, I want to talk now about, shift gears and talk
20 about the actual exchange with Mr. Postell in the summertime of
21 '22. Now, you were not there, but did you later become
22 familiar with the efforts to, let me correct that. So you
23 weren't there for the beginning, but at some point in time did
24 you become familiar with Mr. Postell's concerns about the
25 status of his lease, his renewal lease?

1 A I did not. I became aware of not in July, I did not
2 become aware of Mr. Postell and the confusion with his lease
3 until August 5th when he arrived in my office saying that his
4 stuff was removed, or his stuff was no longer in the apartment.
5 The reason why I was not aware of that, in the structure of an
6 apartment complex when I came in, my focus was on working the
7 turn. My leasing manager would have been responsible for
8 handling that in addition to the resident director who is
9 responsible for making sure that if there are any issues with a
10 transfer which is what Mr. Postell had originally indicated he
11 wanted to do, they would be working with him directly to ensure
12 that transfer took place. When I did become aware of the
13 situation and the details to the situation, I was informed that
14 he had originally signed a renewal transfer lease and when he
15 went to the new unit for, on his transfer day, he did not like
16 the new unit and elected to stay in his current unit. So upon
17 that it did take a little bit of time to get a renewal lease
18 back. And the distinction with that is that the renewal lease
19 would have him stay in his current unit assignment with a start
20 date being 7-26-2022. The lease that we originally had on file
21 for him having to transfer into a different unit which would
22 not have those same lease dates.

23 Q And so there was some confusion and there was an exchange
24 of emails regarding that leasing status and at one point there
25 was a confirmation, and actually -- let me strike that. So I

1 want to back up to, so July, you arrive on July 5th and I
2 believe I heard you say that initially you didn't have any
3 concerns about the integrity of the data with the turn list?

4 A Correct.

5 Q And so now the, I want to fast forward a couple weeks to
6 July 17th and are you familiar with that date and the
7 significance?

8 A I believe that was when we had our first all hands staff
9 meeting where the intention behind that meeting was to discuss
10 the expectations of the turn, what the plan, the outline of the
11 plan would end up being for move out day and the days following
12 so that the organized chaos was truly more organized and less
13 chaos.

14 Q So in the interim between July 5th when you arrived and
15 July 17th, did you begin to have any concerns about the turn
16 board list?

17 A I did not. We did begin occupancy walks, I believe the
18 second week that I was there to verify if units were fully
19 vacant, if we had people turn in keys early, we were able to,
20 and they requested that we complete a move out inspection, we
21 were able to complete that per their request. And ultimately
22 trying to, just prepare for the large scale move out day.

23 Q And so I want to show you, you said July 17th, so this is
24 what we've marked as Defense Exhibit 8. Do you recognize this
25 document?

1 A I do, yes, sir.

2 Q And who was the author of this document?

3 A I was.

4 Q And so if you can just, tell the jury a little bit about
5 that document and your thought process into preparing it.

6 A So I constructed this document in the days leading up to
7 July 17th, it was based partially on directives that I was
8 given by my regional manager during our team meeting so other
9 property managers with that regional manager, he emphasized the
10 importance of going over specific turn items because at that
11 point we're in what is called the pre-turn time but is
12 essentially a turn for property managers, that is where our
13 focus goes. So he provided us with specifics that we needed to
14 discuss during that meeting and as a result, a lot of the
15 bullet points were put on there as a result of that, that
16 discussion, that meeting. During the conversation, not
17 conversation, during the training, it was emphasized that this
18 is an outline and that things can always change. One of the
19 things that student housing is not necessarily unique about,
20 but it does need to be more specific to student housing is that
21 things are changing, and you have to be flexible and adjust as
22 the information gets updated. An example of that is if someone
23 comes in on July 25th who was supposed to be moving out, if
24 they want to renew at that point, we need to be flexible and
25 figure out if we can make that happen for them. So that's one

1 example, but it does directly impact numerous people during the
2 turn process, so that would have been one of the items that was
3 discussed in this turn meeting, but this was put together with
4 the understanding that there were going to be questions that
5 got asked that I could not anticipate by the employees and
6 wanted to make sure that I was prepared for it. So this is an
7 outline of a meeting that did include other topics of
8 conversations within that meeting, but I tried to be as
9 collective as possible to answer some operational questions
10 that would be asked.

11 Q And so I think I heard you say, but I want to ask you
12 again if I didn't already. So was this a mandatory teams
13 meeting?

14 A Yes. This was an all hands meeting, so everyone was
15 required to attend it. There was one employee who could not
16 physically be there and requested an accommodation to be called
17 in and after review and consideration, that accommodation was
18 approved. And as a result, she was facetimes into the meeting,
19 so she was hearing the information, she actively repeated the
20 information being presented to make sure she understood it, but
21 she was not physically in the room. Everyone else who was an
22 employee was in the meeting.

23 Q Who was that employee that wasn't physically there?

24 A Her name is Sharday, Gene I believe is her last
25 name.

1 Q Okay. So and when you say all hands, does that include
2 the maintenance staff as well?

3 A Yes. All hands is any, any employee, maintenance,
4 leasing, and everything in between was required to be at that
5 meeting in person.

6 Q Anyone from any third party contractors?

7 A Not at that meeting, there was a third party contractor
8 meeting that I had that was separate to the July 17th meeting,
9 and those, after the initial meeting there were continued
10 conversations with them to make sure that expectations were
11 met.

12 Q So let's take a few minutes to talk about that. So third
13 party contractors, who would those individuals be typically?

14 A Typically, you're looking at your painters, your cleaners,
15 flooring replacements, floor cleaners, so if we aren't
16 replacing the flooring, we do still clean the floor and those
17 are typically your four main ones, and at The Rowan, those were
18 the four that we were looking at.

19 Q So during, I guess, this turn period of time, is there a
20 distinction between what these third party contractors might be
21 doing and what your internal maintenance staff would be doing?

22 A Typically, yes, there are depending on the contract, there
23 are times when third party vendors may assist further if the
24 negotiated terms and conditions of the contract allow for that.
25 An example would be removing nails from a wall, the painters

1 may say they'll remove up to 10 nails from a wall without an
2 additional charge. If that's the case, we're not going to have
3 any maintenance to move a nail from a wall, the painters have
4 already got that covered.

5 Q So this was a separate meeting other than the all hands
6 meeting that you had just with the contractors, was the
7 maintenance staff there as well during this?

8 A They were not because the expectations were third party
9 vendors, and maintenance would be separate.

10 Q Okay. So I want to draw your attention to this document
11 and turn with me to page 2. And this is numerated as roman
12 numeral two, but it's the second page of this document, it's
13 under number 4 which is titled move out day, July 25th and it's
14 sub roman numeral two. It says this is the office staff
15 rotation, fill-ins, etcetera? This section, do you see page 2?

16 A Got it, following.

17 Q Okay. So I see on this list three individuals, so what
18 was the plan, and again, we're talking the plan as of July
19 17th, what was the plan that you had envisioned for those
20 individuals on that list?

21 A Yes. So The Rowan comprises of 35 buildings, I believe it
22 is, 35 individual buildings, and so mathematically, I wanted to
23 try and put as many people per building and assign them to a
24 specific building so if there were any issues, if there were
25 any questions, we would be able to identify who specifically we

1 needed to follow back to. At the time, it was the intention of
2 having one manager per team and having teams of five go to each
3 building. Each building would be, with the exception of three
4 buildings on site have eight units, so the way that I ran the
5 numbers and came to the conclusion is having team members of
6 five would allow us to get through buildings as efficiently as
7 possible. And that's not just inspecting when it's intended to
8 be vacant but that's also we want to check and make sure that
9 people who have renewed are currently in the right room. So A
10 bedroom versus B bedroom.

11 Q So I can see why, I've heard you mention that a couple of
12 times. Is that a typical part of the turn process?

13 A Yes, it is. So there's a lot of misunderstandings with
14 student housing and specifically there's, there does appear to
15 be this idea that I like that bedroom better, I like the way
16 the light hits inside the bedroom, it feels brighter, I want
17 that bedroom, I can just move into it. And depending on what
18 is going on, we can accommodate that request, so when we do
19 occupancy walks, it's to check and see if, you know, roommates
20 didn't work with each other and say I didn't want this bedroom,
21 I want that one, let's just switch. So it's very common for us
22 to do that, it's also common for us to do occupancy walks
23 during quarterly inspections, but again, same concept. We want
24 to make sure that units that we have listed as vacant are truly
25 vacant. We also want to make sure that people are in the

1 correct rooms. There's some issues if someone says that
2 they're in A space but come to find out they're in B space such
3 as issuing violations. If someone is telling us that the
4 person in A bedroom is having a party and that's an issue, we
5 want to make sure that we're actually issuing the lease
6 violation to the correct person and not who the system may have
7 as living in A space.

8 Q So back to this page 2, this section that's designated
9 office staff rotation fill in as a leasing focus, what were
10 the, at least according to the plan, what was their
11 responsibility during the first day of turn, July 25th?

12 A Yes. So in student housing, your goal is 100 percent
13 occupancy. With that, if you are not at 100 percent occupancy
14 on move out day, and honestly, you really want to go to about
15 101 because you know that people have plans that change, and we
16 want to be able to facilitate what's called a lease takeover.
17 So if you lease above 100 percent, you then have that wait list
18 that you can facilitate the situations. So people inside the
19 office are going to be focusing on leasing, we still have what
20 we call a pipeline meaning people who needed to complete either
21 their application or complete their lease agreement. So we
22 knew that we couldn't just have everybody on the property, we
23 still had normal business operations that we had to follow
24 through with. So there were people in the office who were
25 answering telephone calls, responding to resident concerns,

1 resident emails, but also they were still trying to lease,
2 they're still trying to fill up to 100 percent.

3 Q And so the individuals who were in the office, at least
4 the plan for them being in the office, they would have access
5 to the normal suite of Campus Advantage systems? So they would
6 be able to access RealPage?

7 A Correct. That would, they were sitting behind a computer
8 that had that pulled up and easily accessible.

9 Q Is RealPage an application you can pull up on your mobile
10 device?

11 A So there is a beta testing that is taking place for a
12 RealPage mobile app for property managers. At the time in 2022
13 you could, but not all the functions would have worked
14 efficiently. That being said, maintenance did have a specific
15 app that they would have been able to use and they could have
16 checked occupancy status and information of a tenant typically
17 used in the event of an emergency. If we need to get in
18 contact with a resident because they said they had a water leak
19 and they had to get to class, maintenance would have the
20 ability to then call the resident and get a little bit more
21 information before going into the unit.

22 Q So was that app that you just described, the maintenance
23 app, was that somehow connected directly to the information in
24 RealPage?

25 A Yes. They would have had, the maintenance app was a

1 direct feeder into, from RealPage Suite, the property
2 management system.

3 Q So this list, again, I see the three names, Myra, Ashanti,
4 and Kayla. So what were, I guess, what were their job titles,
5 the three, did they have the same job title?

6 A As of the date of this ---

7 Q 2022, yes, ma'am.

8 A Okay. As of August 17th, 2022, they all had the same
9 title which was community assistant and that is a part time
10 position.

11 Q And so what is the role of the community assistant?

12 A Community assistants are your frontline, front house
13 individuals who are greeting people as they come into the
14 establishment, answering phones, and answering most basic and
15 to a degree moderate level questions. They are able to access
16 most of the information, however, they are not able to access
17 all information. There are parameters set for their position
18 that would prevent them from seeing certain financial bits of
19 information as well as just some other backend user items.

20 Q And so now I want to ask you, the section above this, so
21 the remainder of, I guess, the end of section four on the first
22 page through sub roman numeral 1, you have, this is the three
23 teams section. So you've already referenced this, but, you
24 know, just tell the jury what your thinking behind, again, with
25 these three teams and what their function was.

1 A Yes. So ultimately the thinking behind it was numbers.
2 Looking at, you know, 35ish buildings, looking at a team, I
3 believe it was 15 or 16 staff members and knowing that move out
4 day can be one of the longest days, I did not want to impose on
5 my team a 20 hour workday. The expectation was that we get
6 through all move out inspections that day. Each date does have
7 their own requirements for the timeframe behind completing the
8 move out inspection and returning someone's deposit to them.
9 So we do have that time sensitivity that we have to work with,
10 but ultimately, it just boiled down to the numbers. What was
11 going to be the most efficient way that we could complete
12 occupancy walks, complete move out inspections and turnaround
13 and give people their, either their money back or let them know
14 if they owe anything so that they can make arrangements
15 accordingly.

16 Q And was there any instruction about, specifically about
17 trash outs and bag and tags on that first day of turn?

18 A Yes, it was heavily emphasized.

19 Q And so can you just tell for the jury what specifically
20 that instruction was for the team?

21 A It was explicitly stated, I explicitly stated it multiple
22 times during that meeting that when we get to trash outs, we
23 need to follow company policy and then at that point we went
24 into detail, I went into detail about what that company policy
25 was. In a nutshell, it is, you'll hear me say bag and tag

1 quite often and that essentially means that if someone has left
2 something what appears to be of value, we are to place it
3 inside of a bag, there is specifics on what we are to write on
4 the outside of it such as the location that it was found, the
5 time and date that it was found, a description of the contents
6 that's going to be inside the bag and where it should be
7 located, where we're storing it essentially. And that way it's
8 easily identified when someone does come back and say hey, like
9 this is missing, you know, what happened to it, we can go to
10 our storage area, and we can locate it and provide that to
11 them.

12 Q And so there's actually in the turnover manual, there's
13 reference I believe, but if you can talk about what's like
14 specific to the turn process in South Carolina. Is there a
15 restriction on the value of property if one, you know, enters a
16 unit that is vacant or abandoned, etcetera, what is the
17 limitation here in South Carolina?

18 A Yes. So the State of South Carolina does have a dollar
19 amount limitation, that dollar amount is \$500.00. That
20 information would have been shared with the team and with the
21 direction that if you don't know the value of something, assume
22 its higher value. If you have a question about it, if you
23 hesitate, just ask. So even if it doesn't come out to be
24 \$500.00, it's better to be conservative and assume that it is
25 \$500.00. If it is \$500.00, we do have to leave the items

1 where they're at and go through a whole process to retain
2 possession.

3 Q And so who at The Rowan in 2022 during turn had the
4 authority to make the judgement call about that value?

5 A That would have been myself onsite or anyone in a position
6 higher than a property manager. So if corporate team members
7 were onsite, they would have also been able to help make that
8 determination.

9 Q So regarding the structure of these teams, so you identify
10 here three teams, four individuals per team. Was there any
11 pushback from the staff about the number of teams and the
12 workload that they faced on the 25th?

13 A Was there pushback on the 17th about what they were
14 expecting the work to be on the 25th?

15 Q So I guess between the 17th and the 25th, did this
16 original plan that you envisioned, did that change at all?

17 A Yes, it did.

18 Q And was there any discussion of that during the meeting on
19 the 17th or did that come up later on?

20 A It came up later on.

21 Q So after the meeting on the 17th, I mean, how long did
22 this meeting take?

23 A I did provide food at that meeting, so it took right at
24 two hours which is what they were told it was going to be. So
25 for the first 30, 45 minutes, it was dinner and then for the

1 last hour, hour and 15 minutes, it was discussion about
2 expectations.

3 Q And I see at the top of page 1, this is July 17th at 5 pm,
4 is that accurate?

5 A Correct, yes, sir.

6 Q And so the, so after the 17th and the first day of, I
7 guess move out day was July 25th?

8 A Correct.

9 Q So what were you doing, you specifically during that
10 period of time between the 17th and the 25th?

11 A At that point in time, I was having daily meetings with my
12 regional manager in preparation to still get a download of
13 concerns from four areas of opportunity before, to further
14 discuss potential sale of the property, and just the details
15 that go into that, the expectation of lender visits, due
16 diligence inspections which is preparing for the, what could be
17 happening in the next few weeks. In addition to that, it was
18 having conversations with each staff member, like five-to-10-
19 minute conversations to get a better idea on who they are, how
20 they operate, and how I could support them, you know, a just
21 get to know you. We started so late, I knew the turn was going
22 to be very difficult emotionally and physically and I felt that
23 it was extremely important for me to have that time to meet
24 with my staff members so they understood I'm not asking them to
25 do anything that I'm not willing to do myself, but also that

1 they understand that what is about to happen doesn't set the
2 tone for everything for the next 11 months of the year.
3 Again, turn is extremely stressful and can take a lot out of a
4 person and it's not uncommon to see people get so frustrated
5 that they throw in the towel. So during the weeks leading up
6 to move out day, I wanted to make sure that I was investing in
7 my team and making sure that they understood that I'm not here
8 to make the situation difficult, I'm here to listen to their
9 concerns and their experiences from before and improve upon
10 it. And so based on that feedback that I received from them
11 from previous years' experience, I was able to then start
12 spending the rest of my time formulating a plan that might
13 better align with what they had expressed to me as issues from
14 before and allow us to have that efficiency that I still
15 wanted but have their input factor into what I'm putting
16 together.

17 Q So, if I understand correctly, so the feedback that you
18 were getting about in the response to the plan that you had
19 outlined on the 17th, that wasn't just a in the, I guess, not
20 on the 17th there wasn't just a mass uprising voicing concern,
21 is that correct?

22 A That's correct.

23 Q And so this was on an individual basis that you were
24 getting this feedback?

25 A Correct.

1 Q And so when I guess between the 17th and the 25th did you
2 then revise what the strategy was into the 25th? Was there a
3 date certain that that occurred?

4 A The date certain would have been around July 23rd. Prior
5 to that, it was running the ideas with my counterparts,
6 specifically go to managers to get an idea on what they have
7 seen. Everybody's opinion and experience is important and
8 managers still see it from a different light, and so I was
9 making sure that the managers agree with the decisions that I'm
10 making so that when I do make my decision, when I am moving
11 forward with this plan of action, everyone's brought in. And
12 similarly, it was also a discussion with maintenance, I did
13 have an individual maintenance meeting setting the expectations
14 and being very clear and transparent with them about this is
15 what's going to happen, you know, you've expressed previously
16 that these were some of the issues that y'all run into, this is
17 what I've done at other locations, and it worked very well.
18 Are y'all interested in trying it here, yes, y'all are,
19 beautiful, we're moving forward.

20 Q And was this, did you express this at a similar all hands
21 meeting?

22 A It was all hands specifically with maintenance. So that
23 meeting would have been handled, I want to say July, it was a
24 few days after the 17th and it was during the normal business
25 day, so I brought maintenance, the full maintenance team into

1 my office and had that discussion asking for their feedback
2 collectively and working with them to figure out a plan
3 together.

4 Q And so the plan in your mind crystalized on the 23rd, on
5 July approximately, and was this, did you, were you in
6 consultation with your regional manager, Nick Hooser?

7 A Yes, I was.

8 Q And so I guess from your superior and higher, it seemed
9 that that was, everyone was in approval of that revised
10 plan?

11 A Correct.

12 Q And so when, the first time that that plan would have been
13 kind of discussed to everyone would have been on the day of
14 turn, July 25th?

15 A It would have been on the 24th where we had kind of a last
16 minute, take a breath, we're going to get through this, here's
17 the details of what the plan for tomorrow is going to be, so on
18 the 24th.

19 Q And was that a similar all hands meeting?

20 A It was, yes, sir.

21 Q And was everyone there?

22 A At that point we did have one less maintenance team
23 member. So from the 17th to that day there would have been one
24 fewer person, but essentially yes, everyone who was an active
25 employee at that time was there.

1 Q And was there a sense of relief from the staff, a palpable
2 sense of relief about this revised plan?

3 A Yes, there was. I actually received a few different
4 points of feedback from various staff members that from the
5 sounds of things, they felt like this was going to be a much
6 better approach, they also thanked me for listening to some of
7 their concerns. While I couldn't address every single one of
8 them, I was still in a position that I could make it to where
9 we were getting home for dinner, and that was essentially what
10 I pointed out to them and what was the motivation behind this,
11 it's going to be a stressful day, let's get home for dinner.

12 Q So let's now flip to the next page which is, I'm sorry,
13 not literally, figuratively to July 25th, so the day of turn.
14 So tell the jury what was the plan now for July 25th, the first
15 day of turn.

16 A So on the 25th, we went back over the plan of action from
17 the day before and emphasized that we are not trashing the
18 units out, we are not doing anything with any units, we are not
19 bringing in any additional vendors. The most that we are going
20 to do today is verify occupancy through occupancy walks and we
21 are going to complete move out inspections, that the only two
22 priorities for our focus on the 25th were those two things.
23 With the office team inside the office because that's still
24 something that had to be provided, they had expressed an
25 interest in being able to get out on the property, and so the

1 intension was to allow them to rotate as people on the property
2 needed a break, they could come inside and switch with someone,
3 rotate with someone, but for those who wanted to stay inside
4 for the day, they would be able to do that. So we still had
5 leasing happening at this time, but for move out day
6 specifically, it was occupancy walks and move out inspections.

7 Q At this point in time, I guess, either on the day of July
8 25th during this meeting or any of the days leading up to July
9 25th, did you at any point in time start to have concerns about
10 the integrity of the information on the turn board?

11 A Yes. I believe there were some questions that came up
12 within the first hour that we were able to work with and
13 coordinate with the office staff members to get answers for and
14 by the second hour, we were able to regroup and plan out from
15 this point forward if there is a question about a unit being on
16 the list, on which side of the list it's on. This is policy or
17 this is protocol from this point forward, so you need to reach
18 out to the office staff, you need to verify, if even after
19 verification there's a question, you need to call a
20 manager.

21 Q And this is, you're saying this is July 5th, or excuse me,
22 July 25th?

23 A 25th, yes, sir.

24 Q Okay. So the day started very early on the 25th?
25 Relatively early, what was the start time on the 25th?

1 A So call time for the staff was 7 am, breakfast was
2 provided, and it was an opportunity for us to go over a few
3 things and also take the employees to a sample unit so that
4 they could get an idea on, you know, what to take pictures of,
5 what not to take pictures of, things along those lines. We did
6 not start going into units until 9 am, we did not go into
7 occupied units until 9 am. If we had fully vacant units where
8 keys were in hand, meaning that the residents had acknowledged
9 they had moved out and had vacated and they had turned in keys,
10 we did begin our inspection process at 8 am, but only for units
11 that we had keys in hands for that were listed as fully
12 vacated.

13 Q And so the, you can, who led the meeting, I guess, who led
14 the sample walk to the unit?

15 A The assistant property manager, Ms. Rachelle, led that
16 meeting and she was supported by the leasing manager,
17 Christopher, who also participated and took notes of who was
18 and was not paying attention during the meeting.

19 Q Were you present during the, I guess, during Rachelle's
20 show, or was that, were you in the office?

21 A I was in the office with my regional manager when that
22 was taking place.

23 Q Okay. So who, I guess, if you recall, who were these
24 now revised teams of people? How many teams were
25 there?

1 A We dropped it down to three, excuse me, two member teams,
2 and I want to say we had 15 employees at that point, so it
3 would have been sevenish teams, but going off of memory,
4 somewhere between six and seven teams because we still had
5 people in the office who were leasing.

6 Q And was there, were you aware that maybe some of the staff
7 that this was their first turn?

8 A I was aware.

9 Q And so reflecting back on your first turn experience in
10 Tennessee, were you familiar with what might have been going
11 through their minds it being their first turn?

12 A I, they, yes, I think.

13 Q Yes? I'm asking like so you're I guess in pairing these
14 team members, did you give consideration to the fact that you
15 may have had someone who was, this was their first turn and
16 you're pairing them with someone who was a more experienced
17 staff member?

18 A Yes. That was part of the intentionality behind the
19 teams, just making sure that an experienced person was
20 partnered with a novice or someone who had not experienced turn
21 before. So they may have been working with the property for
22 eight months and had not gone through a turn, and therefore
23 they were paired with someone who was more experienced.

24 Q And so, and that was, I guess, that same consideration
25 was given to, specifically to the team pairing with Ashanti

1 and Carlton?

2 A Correct.

3 Q And you already said Ashanti was a community assistant,
4 part time community assistant ---

5 A Correct.

6 Q --- and this was her first turn?

7 A So I believe it was her first turn, but she also, if my
8 memory is correct, I believe that she started in August of '21,
9 and so I don't recall if she had explicitly stated it was her
10 first turn or she came in on the tail end of the previous turn.

11 Q And so the, and then Carlton Brown, was this his first
12 turn?

13 A My understanding is that it was at least his second turn.
14 He had been with Campus Advantage for the turn prior.

15 Q And what was Carlton Brown's role at The Rowan?

16 A His official title was groundskeeper.

17 Q And what, specifically, what does that job entail?

18 A So the groundskeeper's specific positions are handling the
19 grounds and making sure that trash and community areas are kept
20 up, clean, and you know, having those daily interactions with
21 residents, you see them on the property, having friendly
22 interactions, checking in with them and making sure that they
23 don't have any issues. He had an interest in working up and
24 being promoted into a maintenance tech position, and so he was
25 also working with some of the maintenance team members in cross

1 training and better preparing for some maintenance
2 opportunities, learning nonskilled trade tasks.

3 Q And so, but now with regards to turn, some of that more
4 less goes out the window. So you have an all hands approach
5 and so there's, there are tasks that need to be performed by
6 the permanent staff and so in addition to what his normal
7 responsibilities during turn at least during the initial
8 phase, you know, these permanent staff may be called upon
9 to do something in addition to their duties during
10 turn?

11 A Correct. And that also applies to part time staff
12 members. So in student housing regardless of the management
13 company, regardless of the ownership group, during turn, it is
14 explicit and implicit, all hands on deck for everything. So
15 even part time staff members are going to be helping outside of
16 what their normal duties would be and that was part of the
17 reason why I wanted to make sure to emphasize that what you're
18 going to experience in August does not set the tone for what
19 your actual job is for the other 11 months because it is worlds
20 different. And some people can handle it very well, some
21 people, it's a struggle and they just need that extra bit of
22 support.

23 MR. VANDENBERG: Your Honor, I don't mean to overstep
24 here, but we're kind of at a good breaking point, I don't know
25 if that's a good time for a break?

1 THE COURT: I think it would be, I was about to call
2 you all up and suggest that. Can we retire to the jury room
3 and be back in 15 minutes, does that give everybody enough
4 time?

5 MR. VANDENBERG: Thank you.

6 THE COURT: Let's try to get back, yes, sir, no,
7 thank you for that. Let's try to get back, let's just say 10
8 minutes after 11.

9 (Jury exiting Courtroom.)

10 (Off the record.)

11 THE COURT: Mr. VanDenBerg, I had just got a note
12 from the clerk that we were losing some of the jurors, so thank
13 you.

14 MR. VANDENBERG: Well, since you mentioned that this
15 morning, I was trying to kind of look and see, you know,
16 whether there was anyone...

17 THE COURT: My note just said they were restless, not
18 inattentive.

19 (Off the record.)

20 BAILIFF: The jury is seated, Your Honor.

21 THE COURT: Thank you. Welcome back. Mr.
22 VanDenBerg, your witness.

23 MR. VANDENBERG: Thank you, Your Honor.

24 Q So Katie, I want to go back, so when we left off we
25 were still on July 25th morning. So if you could just

1 describe for the jury that first day of turn.

2 A So on July 25th, we started our day again going into fully
3 vacant, keys in hand units starting at 8 am and going into
4 occupied units starting at 9 am. Starting at that point, each
5 team broke off and went on their two-person team into their
6 assigned locations and began completing both occupancy walks
7 and move out inspections for the units that needed to have a
8 move out inspection completed. So the first hour or so there
9 were a couple of units that came into question, so those, those
10 team members were reaching out to the office staff who were
11 physically in the office and getting clarification on what our
12 system reflected. And if it could not be resolved, we did have
13 the residents at the front office in order to figure out what
14 was going on with their account and get it corrected. When it
15 got, when it got to a certain point it became clear that there
16 was some additional discrepancies, that there didn't seem to be
17 a lot of individuals who were listed as, you know, moving out
18 or a unit was listed as vacant. We did regroup shortly before
19 lunch before going back out on the property again giving them,
20 I gave them the directive that if they had any concerns
21 whatsoever whether that was the unit appeared to be vacant but
22 there was still stuff in it that may or may not have totaled to
23 \$500.00 or if there was someone who was a thousand percent
24 physically inside that bedspace that they were to contact the
25 front office to get clarification on what was going on. In

1 addition to them reaching out to the front office if there was
2 a discrepancy and the person was not inside the apartment, the
3 front desk staff was also going to reach out to the tenant to
4 figure out if the tenant had vacated and just left their stuff
5 at the apartment which does unfortunately happen where some
6 people who are in a position to where they can buy all new
7 things at the next location and they will leave ample stuff
8 inside the apartment. In those instances we do request that
9 the person does send us something in writing, specifically an
10 email indicating that they have fully vacated, they've turned
11 in keys and whatever is remaining inside the apartment could be
12 simply put, trashed meaning that we can bag and tag it, hold it
13 for our specified period of time and after that timeframe has
14 expired we throw it away if no one's going to collect it.
15 During that, we broke, we took a break for lunch, we, I
16 reiterated our process because of the issues with there being
17 discrepancies with people who were supposed to be in one unit
18 and they're in the wrong bedroom, people who decided they were
19 going to quite literally wait until the very last minute to
20 renew. They were inside the apartments, there were a variety
21 of reasons that units were on a list, but they shouldn't have
22 been, they should not have had a move out inspection completed,
23 they should have just been flagged and the resident directed to
24 the front office for the front office to work with them to get
25 whatever issue it was corrected. That was also reiterated by

1 my supervisor, my regional manager, Nick Hooser, during the
2 lunch period, so after lunch was completed, the teams went back
3 on their assignments and at that point it was much smoother
4 sailing. And what I mean by that is as people were coming into
5 these issues, there were fewer questions about what do I need
6 to do and everyone was under the, to my understanding, everyone
7 was under the same impression and understanding that if there
8 was any issue if they walked into a unit and it looked like
9 there was even a potential of occupancy, that they were to
10 direct the person, or call the front office and there were
11 multiple Teams chats going off reflecting unit numbers,
12 bedrooms, resident names, all trying to get to the bottom of,
13 you know, is this person just in the wrong bedspace, has this
14 person renewed, just trying to figure out what was going on.
15 So we continued on through the afternoon. At about 6:00, we
16 got the notice that nearly all units had been completed, I got
17 the notice that nearly all units had been completed with the
18 exception with one building. So I asked everybody to go to
19 that building and we each take a unit and we got it knocked
20 out, so we were out of, we were completed with move out
21 inspections and occupancy walks by about 7 pm that day.

22 Q So in this modern time and even back in '22, I mean,
23 there's instant communication that can take place between the
24 various team members so or 16 people?

25 A Correct.

1 Q And so you mentioned Teams, what is Teams?

2 A Teams is a Microsoft Office application, it's a
3 communication tool, it is Campus, Campus Advantage is a
4 Microsoft Suite Company meaning that we do buy into those
5 products and one of the products that is available is Microsoft
6 Teams, very similar to Skype, very similar to Jabber. It's an
7 instant messaging tool that also allows for video conferencing,
8 scheduling tools, things like that.

9 Q So there was, you know, the communication that you
10 described taking place in the front office, yourself, etcetera,
11 and the people out in the field, that was taking place
12 primarily through Microsoft ---

13 A Correct.

14 Q --- Teams?

15 A That was solely taking place during the lunchbreak, and
16 during the initial regroup it was emphasized to put the
17 communication into Teams, the Teams chat specifically so that
18 there would always be a point of reference to any questions
19 that come up. And essentially, it was just that written
20 record in the Teams chat so that it could be looked at
21 later.

22 Q So you said that the actual, the building walks ended
23 around 7:00 so everything had been assessed by that point in
24 time?

25 A Correct, yes, sir.

1 Q And so then what happened, so I guess, when did the day
2 officially end for most people on the 25th?

3 A For non-salaried employees, the day ended at about 6:45,
4 for salaried employees, my leasing manager and my assistant
5 manager, they were able to go home at about 7, my day wrapped
6 up at about 9 pm.

7 Q And so between you and you said the assistant manager was
8 Rachelle and the leasing manager, Christopher, did you guys,
9 were you meeting together or was this when you were
10 independently doing certain things?

11 A Up until the leasing manager and the assistant manager
12 left, we were together in the same location in the office, and
13 then I stayed later to work through a few different items that
14 I knew I needed to get done. There was some reports that had
15 to be submitted for end of day items to the company so that
16 they understood where this property was at because of the size
17 of the property. It's the second largest property with number
18 of bedspaces that Campus Advantage manages or managed at the
19 time, and with that, they always keep an extra eye on the
20 larger properties because it can sometimes take an extremely
21 long amount of time. The largest property was walking until
22 like I believe 11:30 that night, well, 11:30 Central Time that
23 day.

24 Q So the plan that you had revised as of approximately July
25 23rd and then discussed upon the 24th and then put into action

1 on the 25th leading into the 26th, were there any modifications
2 to that plan, were things essentially flowing based on that
3 existing plan?

4 A Things were progressing based on that initial, the revised
5 plan. We did have extra hands at that point in the form of
6 temporary labor assistance. We did have two to three
7 individuals who came onsite at that time who were going to
8 come, or going to help us complete what we call the bag and
9 tag, the trash out. So they were going to help us in the units
10 that had been flagged as having stuff that is either fully
11 identified as trash such as wrappers, old food, things along
12 those lines, or help us in fully vacant units that we needed to
13 bag and tag. And they were read into the expectations with our
14 bag and tag policy, they understood that as a condition for
15 them to remain a temporary employee at the site that they would
16 have to comply with those rules. And each individual as well
17 as the company who sent them to us agreed to comply with those
18 policies and procedures.

19 Q And the, so you mentioned before we broke about the third
20 party contractors. So what were they doing at this point in
21 time if anything?

22 A At this point in time in the morning, they were helping
23 with trash rounds around the community. With that large of a
24 move out and our smaller, eight cubic foot dumpsters, they
25 began to overflow, we did have roll off dumpsters, and so their

1 responsibility for the morning was to remove the overflow trash
2 from the smaller dumpsters into the roll off dumpster, as well
3 as just helping with trash rounds around the property, if there
4 was loose trash, that kind of stuff, they would need to pick
5 that up.

6 Q So if one were to just be, you know, an outside observer
7 to what was taking place on the 25th and kind of these next
8 couple of days, what would one see? So in addition to what you
9 were doing internally as The Rowan staff, what was also taking
10 place on the 25th as far as the move outs?

11 A Will you ---

12 Q With the residents?

13 A Okay. With residents, it's, depending on the situation,
14 you could have some residents bringing multiple cars, family
15 members to help move all of their belongings. It's not
16 uncommon on move out day to have what we call holdovers, people
17 who didn't quite get out by that 10 am or 9 am deadline. Each
18 property is different, they'll have their own timeframes set
19 for the individual day, but holdovers are anybody who stay
20 after that timeframe. Sometimes it's as simple as they just
21 had a couple more bags that they had to get out, they just
22 needed a little bit of extra time. Other times it could be
23 people who, you know, they did not have a ride, they did not
24 have access for family members or other persons to come help
25 them vacate. In those instances, we do try and work with them

1 to see if they're interested in renewing and they don't have to
2 worry about vacating. In other instances, we are holding,
3 we're giving information about U-Haul companies where you can
4 rent a U-Haul so that they can to get their stuff out. In
5 those instances, we also try to coach them on cleaning so that
6 they minimize any potential fines or fees that take place.

7 Q And so is it, is it fair to say that the majority of the
8 residents who will be moving out on the 25th move out on the
9 25th, or is it the case that for example if you have a student
10 who may have graduated, you know, the past term, and I guess
11 specifically the students graduated in the, you know, the
12 springtime, but their lease ran through July 25th, would they
13 still have more likely than not be moving out on the 25th or
14 might have they vacated sometime over the summer?

15 A Each situation is different. In my experience there's
16 typically anywhere from 10 to 25 percent of the property that
17 vacate early which is similar to what you were asking. So
18 early vacates are people who they graduated at some point
19 before the end of their lease term, for example, we'll say
20 someone graduated in May, they know that they live in a
21 different state, a different location, they have no interest in
22 physically occupying that bedspace at the property. In those
23 instances we do have a good percentage that turn in keys, they
24 acknowledge that they're still financially and legally
25 responsible for the lease agreement, however, they don't want

1 anything to do with the apartment, they're done with it,
2 they're washing their hands of it. And we'll do an inspection
3 at that time of their space so that they understand what
4 they're looking at when they move back. And then of course, on
5 move out day, those are the units that we know we have keys in
6 hand, and we can go and totally vacate the unit, we can go in
7 early to complete final move out inspections. We do work with
8 individuals who turn in keys if they want to do an early
9 vacate.

10 Q So you might see this July, especially the first day of
11 turn, this organized chaos as you described you would see just
12 this flurry of activity with some residents moving out,
13 maintenance staff touring around the property, and then the
14 next day you may see contractors moving in, is that a fair
15 summary of these first couple of days?

16 A That is fair.

17 Q So end of the 26th, did any concerns arise? Or was that,
18 again, as normal as you would have expected it based on this
19 revised plan?

20 A Normal based on the revised plan. The only concern that
21 came up was initially we only had one team who was completing
22 what we call a maintenance out meaning that we're sending
23 people in, we're making sure that all faucets are working
24 correctly, there are no active leaks inside the apartment,
25 lightbulbs are changed, blinds are fixed, the maintenance

1 specific items. In that moment, one team, there is too many
2 people on one team, the office staff and your typical
3 maintenance team that getting into apartments people were too
4 much on top of each other, so to spread that out and to also
5 move more efficiently, I divided it into two teams, so we had
6 two maintenance teams going, team A, team B, and it was a
7 mixture of office staff members and maintenance team members to
8 help for the vacant units.

9 Q Just want to back up just a second, so the 25th, I guess,
10 one of the issues that might have arisen would be the, these,
11 the property that was left behind. Was there a reference in
12 the policy manual about documenting the contents of a, either a
13 current or former tenant's space?

14 A Yes. So part of the turn hand book manual does cover the
15 fact that if there is anything aside from trash inside of the
16 apartment or if there's any damages to walls or other items,
17 that a move out inspection, whether it's a move out inspection
18 or a quarterly inspection, not necessarily specific, but an
19 inspection needs to be completed. In that inspection, we do
20 use a software called HappyCo or Happy Inspector, that software
21 allows us to take photos in real time of what the unit looks
22 like, what the area of concern is. We attach it to that unit's
23 inspection, and we can download that finalized report and sign
24 off on it. Part of the reason why we use that particular
25 software is that it's easy to upload onto their property

1 management system, RealPage, and it also signs off on who
2 specifically completed the inspection and who signed off on the
3 report. I want to make that distinction that the inspection is
4 only one step in the process, the report is the manager final
5 approval, so it's two different documents.

6 Q And similar to what you've been describing, this app that
7 the maintenance team had, the mobile app that was connected to
8 the RealPage system, was Happy Inspector similarly connected to
9 RealPage?

10 A Not necessarily similar, it was its own unique
11 application, its own app, but its, I believe its parent company
12 is a close working business with RealPage systems. So it was
13 designed around RealPage as the intended software system that
14 it was going to be used by, but it also had modifications and
15 features where if you were using any other property software
16 system, it could be used of that, but the intension was so that
17 it could parallel RealPage products.

18 Q So would that, the materials it would capture using Happy
19 Inspector, would they be uploaded or somehow transfer that
20 information directly into RealPage?

21 A Yeah. So it would be when the report is created by the
22 manager, that is, the report is downloaded in, out of HappyCo
23 and then it is uploaded into the resident's portal within
24 RealPage so they would have access to that, both pictures,
25 details, notes, anything that would indicate outside of a, like

1 this unit was left in good condition. So if there were scuff
2 marks on the wall, there was discoloration, if there was wax
3 that was spilled on the caret or on the hardwood, those would
4 have photos taken, a description would be included and that
5 would be attached to the resident's portal so you could see.
6 And if there were any disputes that came from it, we were
7 essentially looking at the same photo to process that
8 dispute.

9 Q And I just want to pause and talk about RealPage once
10 more. So RealPage, was it designed to limit the access for
11 certain individuals? So based on your seniority or position
12 within Campus Advantage, might you have access to different
13 modules that if someone within the organization, who didn't
14 need similar access would be limited?

15 A Very much so, and that's not unique to RealPage, that is
16 all property management software collectively. You don't want
17 your part time employee having the same access level that your
18 CFO has, so it is tiered, and it's intentionally designed that
19 way because you should never be giving someone access any more
20 than what they absolutely need to have. And that feeling was
21 something that Campus Advantage firmly believed in, so they
22 would not grant access to someone at a higher level than what
23 was truly needed.

24 Q So let's now go to the next day, the 27th. So two days
25 after the turn began, anything, I guess, were things similarly

1 flowing, I mean, was, based on the plan that you had, the
2 revised plan?

3 A Things at that point in time were not flowing. There were
4 specifically some personnel issues that were becoming extremely
5 difficult to manage internally, specifically, on the
6 maintenance team. The maintenance supervisor was becoming
7 increasingly brazen with his disrespect and insubordination
8 towards me, and the amount of insubordination from the other
9 maintenance team members also started to spill over into the
10 temporary employees. And when myself and the other managers
11 attempted to correct the behavior, it was emphasized that,
12 explicitly stating to me that nothing I said was going to
13 change how they approached me, that I did not move the way that
14 they thought I should, to quote them.

15 Q So was this, did you feel that this might be, you know, a
16 reflection on the fact that you had been there at this point in
17 time, you know, since you started on July the 5th, and here we
18 are just, you know, just a little over three weeks later, did
19 you feel like this was the treatment for the new person on the
20 team?

21 A No. I think it went beyond that. I've been at new places
22 and I've always had a way of getting to the core issue with
23 employees who wanted to approach their job differently. And
24 there was always a way for us to bridge that gap and find that
25 level of respect of, you know, I trust that you're doing your

1 job, but I also know that I need to do mine and we could work
2 through that and navigate that relationship and that dialog.
3 In this particular instance, with two of the individuals
4 specifically, it was no care or concern given to what I said or
5 to what my supervisor would tell them. They felt for whatever
6 reason very comfortable in ignoring directions, and it had come
7 to a head at that point where from that point forward was the
8 marked situation that I was aware of where the behavior towards
9 me became almost a competition between the two of them to see
10 which one could treat me worse and which one could cause the
11 most disruption with the team.

12 Q Was it common knowledge within the staff at The Rowan
13 about the prospective sale in September? At least the
14 discussion of the prospective sale in September?

15 A I don't believe that it was common knowledge for every
16 team member. There was speculation from team members who had
17 been there for a longer period of time as they were, they heard
18 some rumors and they also are familiar with this particular
19 property having a short-term goal, that it was coming up on its
20 four-year mark, three-year mark or four-year mark. And they
21 had been in the industry long enough to understand what that
22 typically would mean. So I don't know if they were explicitly
23 aware, but there were enough implications that, for those that
24 had done this long enough, they were familiar with the
25 situation.

1 Q And so, so let's talk about that for a minute. And when
2 there is a change in ownership, is there also just a revisit to
3 the staff, sometimes people stay, sometimes people go?

4 A Very much. Typically, in a takeover process, the new
5 management company will come in and they will do individual
6 interviews, and they make a decision based on what their
7 priorities are with their staffing on what's going to be, who's
8 best to stay and who's best to maybe find a different position.
9 That typically happens 30 days before a sale takes place, 30 to
10 45 days, it is a component of the due diligence process. And
11 so most management companies with the exception of the managers
12 keep the onsite team. Property managers are typically the
13 positions that are going to be let go.

14 Q Your position?

15 A Yes.

16 Q Was it also common knowledge that, you know, you, here you
17 arrived on July 5th, was there common knowledge that your
18 tenure might be limited?

19 A Yes, there was.

20 Q And were you, did you discuss that with some of the, you
21 know, like Christopher for example who had been there for a
22 while and Rachelle who had also been there for a while?

23 A Yes. I have a firm belief in transparency and in order to
24 have people understand the why behind the decisions that I'm
25 making, I believe that that is part of the discussion is I'm

1 not just coming in to stir up a beehive and then to leave. I
2 want to make sure that each individual is set up for success
3 and sometimes that does mean that I come in and I change things
4 up because there are other ways to do things that may be more
5 effective, that also means that I learn new things if what
6 they're doing is working, you know, let me learn from it, let
7 me grow from it.

8 Q So who at The Rowan, I guess, who was the accountable
9 party at The Rowan as far as management goes? I'm sorry, let
10 me rephrase that question. So as the general manager was, you
11 know, the accountability on your shoulders for this particular
12 site?

13 A Very much so.

14 Q So I wanted, so let's continue going through this week.
15 So now we're into July the 28th, any, I guess, continuation of
16 the difficulty that you were having the previous days?

17 A Yes.

18 Q Leading up to, I guess, the 5th of August, during that
19 interim time, anything out of the ordinary that was going on?
20 If you could generally describe for the jury what was taking
21 place during that period of time.

22 A So during that period of time, I would start my days with
23 my team doing morning roll calls, going over the plan of the
24 day, assigning teams and answering questions that they may
25 have. That was an all hands conversation and with the

1 expectation that when I say that we're starting at 7 am, the
2 words are coming out of mouth at 7 am. You are not coming in
3 to fix your coffee at 7 am, that was an expectation that was
4 explicitly covered at the, I believe the July 17th meeting.
5 And everyone agreed that they could, one, comply with that
6 request and expectation, but two, that they were willing to
7 commit to that. It's important to note that every single staff
8 member at that time lived onsite, so there was no commute to
9 coming into the community, it was you're living onsite, the
10 furthest away from the office was seven minutes. So to some
11 that seemed, there were numerous times after July 27th that the
12 maintenance supervisor and various team members of maintenance
13 would walk into the office 20 to 30 minutes late and at one
14 point, I believe on the 28th, the maintenance supervisor in
15 front of the teams having a meeting walked up and within a few
16 inches of my face told me that I was not going to tell him what
17 to do that day and if I wanted to get his opinion on something,
18 he would be in his office. At that point, other team members
19 after the meeting came up to me and asked if I was okay because
20 they felt it was extremely unprofessional for him to do that
21 and I let them know that they just needed to focus on their
22 job, that I would handle it, that kind of stuff. And that
23 maintenance supervisor after everyone left the office proceeded
24 to get back in my face and tell me that I was not the boss of
25 him and I, it didn't matter what I was going to say he was

1 going to do what he wanted to do. So I talked to my supervisor
2 and let him know what was happening and that I felt like I
3 needed some additional support because it was very obvious that
4 individuals are not going to be listening to the directions
5 that I was giving to them at that point. When the supervisor
6 came in to talk to him about it, he laughed, my understanding
7 is that he laughed and just kind of chuckled at the fact that I
8 would be upset at him telling me what he was going to do. So
9 things did not improve after that, I, he did apologize, but
10 told me not to expect it moving forward, expect him to follow
11 my lead moving forward. When a few of his team members in
12 later days came into the office, one of them cussed me out in
13 front of the corporate team member and the corporate team
14 member did write a concern about the entire situation in, yeah,
15 it, we got through it.

16 Q So when you say the maintenance supervisor, is this Mike
17 Allen?

18 A It was, yes, sir.

19 Q And you said you were getting assistance from corporate,
20 was that, was that, was Nick Hooser the person that was
21 intervening from as far as the, you know, Campus Advantage
22 Corporate was concerned?

23 A He was the, he was one of two. There was, I can't
24 remember her exact title, but she was also onsite and witnessed
25 one of the interactions, both of those interactions, excuse me,

1 and her name is Becca Oncoe, but she was privy and present to
2 the conversations about expectations and the multiple
3 interactions that I had with Mike Allen who handled himself the
4 way that he did as well as the other maintenance team members.
5 And she spoke to him as well asking for there to be some type
6 of respect that was given if not to me but the position that I
7 held. And she was also dismissed, quite visually dismissed.

8 Q So let's, let's focus in on August the 5th. August the
9 5th is, it's Friday and I want to get to the first time when
10 you became aware of a situation with, with the Plaintiff, Mr.
11 Postell. Prior to August the 5th, had you ever met Mr.
12 Postell?

13 A I had not, no, sir.

14 Q So on August the 5th, when did you first become aware of
15 an issue with Mr. Postell and his room?

16 A I was working in my office and I noticed a like, team,
17 turn team communication that came through and it was by my
18 leasing manager who asked the team as a whole to give a little
19 bit of information on what happened inside unit 3007A which I
20 believe was Mr. Postell's unit. And he gave the understanding
21 that there was, the resident was in the office, the resident
22 had their mother on their phone, their cell phone and the
23 resident was frustrated, the mother was irate and
24 understandably so that when he returned to his home, none of
25 his belongings that he left there when he somewhat moved out

1 was still inside the apartment. So based on that, that was my
2 first understanding that there was an issue inside unit 3007A.

3 Q And just approximately if you're not aware of the exact
4 time, but approximately when was that, did that occur?

5 A Sometime between 5 and 7 pm.

6 Q I'm going to show you, it's actually in Plaintiff's stack.

7 A 5 to 7 pm, I don't know if I said am or pm.

8 Q I'm going to show you what's marked as Plaintiff's Exhibit
9 Number 15. Can you just tell the jury what you see in that
10 message?

11 A In this message I see leasing manager, Christopher Lewis
12 putting in the initial message asking about unit 3007A, Ansel
13 Postell, he gave contact saying that he is a renewal, but he
14 walked into his unit today and his belongings are gone. He
15 needs something from the staff to figure out what was going on
16 as myself and my assistant manager were working FASs which is a
17 final accounts statement. That's where we were reviewing
18 information to decide if charges are to be assessed and if so,
19 how much. He did request that they put it in writing in the
20 system to which Ms. Ashanti Young responded that we, not sure
21 who she meant by we, have the two screen monitors in safe, she
22 also stated that she and Carlton went into the unit on the
23 first day of turn. And then she mentioned that she and two
24 others may have gone in there on Thursday which would have been
25 the 27th after that.

1 Q And when did this, I'm just, the time when this thread
2 began? What was that time?

3 A It began at 6:17 pm.

4 Q 6:17 pm on August the 5th?

5 A Correct, yes, sir.

6 Q And is this a screen shot from the Teams system?

7 A Correct.

8 Q Okay. Thank you. So what happened next?

9 A So at that point, I asked Chris and Mr. Postell, asked
10 Chris to bring Mr. Postell into my office so that we could
11 figure out what was going on. Mr. Postell came in still with
12 his mother on his cell phone and between himself and his
13 mother, they were able to explain that he had left for the
14 summer and had come back I think once or twice, but when he
15 came back this last time on August 5th, he went into his
16 apartment, and everything was missing. And in trying to
17 navigate what all was going on, that's when he explained that
18 he was coming back from being at home for the last few months
19 in Georgia and came back to nothing. And so I began to figure
20 out what I needed to do to investigate where this stuff was and
21 I then proceeded, I asked Chris to stay in the room with Mr.
22 Postell, I went to what we call the tower, it's just a term
23 that we use for a storage area, it's one of two units that we
24 have as storage at The Rowan. But I went to the tower to see
25 if I could retrieve any of the items because that was a

1 designated area that bag and tag items were to be placed, and
2 sifted for about 30ish minutes, sifted through a variety of
3 items from other units and could not locate 3007A's items. At
4 that point, I apologize, I should back up. In talking to Mr.
5 Postell and realizing the urgency behind getting him items for
6 this evening, we knew that a toothbrush and toothpaste probably
7 got discarded, so we knew at that moment that we needed to make
8 sure that we went to the store to get him toothpaste,
9 toothbrush, that kind of stuff. And when I went to the tower
10 and could not locate his items, I did let him know, him and
11 Chris know that we couldn't locate his items at that time, but
12 I was going to continue to still look. And kind of going back
13 and forth between himself, Chris, myself, and Mrs. Postell it
14 was decided that it was best for us to send Christopher Lewis
15 and Ms. Myra Salters who was a community assistant to the store
16 with Mr. Postell to begin purchasing items that we did not
17 have, things such as toiletries, some bedding items, some
18 towels, things that at minimum could get him through the night.
19 And so while Christopher and Myra went with Mr. Postell to do
20 that, I believe they went to Target, I continued to contact my
21 staff members and to figure out what was going on, where his
22 stuff was. Best case scenario it got placed in a different
23 unit, worst case scenario we were going to have an issue. And
24 in talking, in realizing there wasn't anything inside the, the
25 tower, I contacted my supervisor who was not onsite that day

1 and let him know that we have a unit who claims that they were,
2 that they left, they came back and absolutely nothing was in
3 it, specifically, a computer and some monitors and a couple of
4 other things. I could not find them at the tower, you know,
5 just to put him on notice that, hey, we're going to have to,
6 we're going to have to move quickly to fix this issue, it looks
7 like there's, obviously there's an issue, what that issue is,
8 I'm not sure, but we need to move quickly to get this fixed.
9 So at that point, my regional did what he needed to do, I
10 continued to call through my list of people who should know
11 where this stuff is. So at that point, I contacted my
12 maintenance supervisor and asked my maintenance supervisor if
13 he was aware of this room. He stated that he was aware and
14 that he believed Carlton, who was the groundskeeper, was in
15 possession of the computer and the other things that were
16 removed from the room. And I asked him if he would be calling
17 him or if he wanted me to, he said, Mike Allen stated that he
18 is not going to be calling Carlton because it was Carlton's
19 birthday and he needed to sleep, this was around 7, 7:15 in the
20 evening. So I directed Mr. Allen to go ahead and call Carlton
21 because we need to figure this stuff out, that it looks as
22 though Carlton had stolen personal items and at that point Mike
23 Allen was a bit more motivated to contact Carlton. So after
24 that, I went back inside and I talked to my assistant manager,
25 Rachelle, and gave her a brief overview of what was going on,

1 what I needed from her and she offered to text Carlton as they
2 had been working together for I think a year at that point or
3 close to a year. She was familiar with him, and she felt
4 comfortable texting him and asking, thinking that she would get
5 a different response than if I were to text him. So she
6 offered, I accepted, and she texted Carlton who immediately
7 replied that yes, he was in possession of the computer and the
8 other items. And I can't remember if he offered to bring them
9 back or she asked him to bring them back to the office, but
10 ultimately Carlton had brought the items back to the office.
11 And at that point, it later came out in a conversation, I'm
12 jumping ahead. So at that point we got the items, shortly
13 thereafter, Chris and Myra and Mr. Postell returned from the
14 Target trip and we were able to return some of his items to
15 him, that is one of the photos that was taken. While Mr.
16 Postell was inside my office with the belongings, I asked him
17 to turn on his computer so that we could make sure that it was
18 in good working order and Mr. Postell agreed saying that his
19 focus was just on recovering his computer, that this computer
20 had a lot of meaning to him because it was something that he
21 had worked with a family member to put together that was a
22 custom built computer. So he proceeded to turn it on in front
23 of myself and Mr. Christopher Lewis and the computer did turn
24 on, the tower portion lit up and you could hear mechanics
25 working inside of it. The computer screens, however, were blue

1 computer screens, there was nothing on the computer screen. So
2 I asked Mr. Postell what that would indicate, that's, you know,
3 is it a monitor issue, is it a computer issue, what exactly
4 does that mean. And in that response, he stated that it could
5 be a graphics card, but he ultimately had to take it a part to
6 figure out, that he couldn't give me an answer in that moment.
7 So during that conversation, I apologized that he was going
8 through all of this, again, and pointed out to him that he did
9 not have to make a decision on this offer today because of how
10 sensitive everything was, but I wanted to extend the offer for
11 him to terminate his lease with no financial penalty and that
12 he could vacate under his choice that whether he chose today or
13 if he chose in a couple of weeks after he had time to kind of
14 think about everything, the offer was going to stand. And his
15 response to that was he doesn't want to leave The Rowan, he
16 likes The Rowan, he just wanted his computer back, and I said I
17 understood, but I still think you need to take some time to
18 think about this. That's, at the end of the day something
19 happened, we know that something happened, take your time and
20 think about it, let's come back to it in a couple of days once
21 I had enough opportunity to look at some other things. So he
22 agreed, he expressed some frustrations, understandably so, and
23 ultimately collected his belongings which included the two
24 monitors, the tower to the computer, I believe the stand for
25 the monitors, there was a weighted jacket and a couple of, a

1 couple of other things that are in the photo and he left. So
2 at that point, I had started to type up my email to send to our
3 HR department and pretty much telling them that this is the
4 situation, here's the outline of facts, what do I need to do
5 from here, specifically, in regards to these items that were
6 stolen were in this employee's possessions, and that I needed
7 to know how to approach this. I was advised to put him on
8 admin leave and to take his keys until a formal investigation
9 could be completed. So in that, I was in communication with
10 Nick, my supervisor, and while some of this was happening in
11 the background, I also sent a text to our courtesy officer who
12 lives onsite who's one of the Richland County Sheriff's
13 Deputies, and I asked him what exactly needed to happen for a
14 police report to be filed because it did appear that there was
15 theft over \$1,000.00 that I wanted to report. And so that
16 sheriff's deputy reported to my office, and we talked through
17 what options I would have as the property manager versus what
18 options as the victim of a crime would have afforded to them.
19 And ultimately what I was informed on is that as a property
20 manager, I cannot file a police report on behalf of a resident,
21 that even though an employee stole from the resident, I could
22 not file that police report on behalf of the resident, it had
23 to come from the resident. And so the next day, on August, I
24 believe 6th, I had a conversation with Carlton, August 6th or
25 August 7th, I had a conversation with Carlton and took his keys

1 and notified him that he was going to be on administrative
2 leave. He did not, to my recollection, he did not say anything
3 during that conversation or during that discussion, however,
4 his supervisor who was also in the conversation had some choice
5 things to say to me. So after that, Mr. Postell came back to
6 the office and there was an opportunity to, I believe he had
7 his mom on his phone at that time, but I explained what we knew
8 at that point, what was happening, and -- excuse me, sorry.
9 And explained at that point that if they wanted to file a
10 police report that this is the information that I have from the
11 sheriff's department and what that process would look like,
12 that I'm happy to sit in on that conversation with our courtesy
13 officer who was more than happy to take that report, as of
14 that, due to the alleged dollar amount, it was going to be a
15 felony. So I don't remember if it was in that conversation or
16 in a follow-up conversation, but I was told that he would not
17 be, Mr. Postell would not be filing a police report, that he
18 did not feel comfortable getting the police involved or
19 something to that effect, and understood. So pursuing the
20 police report was no longer able, or no longer possible. I
21 reported that back to my supervisors as to the status of
22 things, so at that point I was asked to get a dollar amount,
23 what dollar amount of personal items was missing and ultimately
24 what led up to the situation happening in the first place. So
25 at that point I began interviewing employees that were directly

1 involved, I knew Carlton was partnered with Ashanti that day,
2 so I interviewed Ashanti. I interviewed Christopher Lewis
3 who had a familiarity with Mr. Postell from prior
4 situations. I looked back at what his unit was listed as, I
5 looked back through our written communication in Teams to see
6 if it was a unit that was listed in our Teams chat as, you
7 know, being occupied when it shouldn't have been. I
8 interviewed other residents, other neighbors, other, you know,
9 roommates, staff members, I interviewed anybody that I could
10 possibly interview in this process because I wanted to believe
11 the best and I do believe that, you know, something happened.
12 I have to cast a wide net to figure out what exactly happened
13 and present that information to the people who make the
14 decision on what's going to happen next. So that took I
15 believe about two days to interview everyone, all staff
16 members, to review the information communicated in the
17 Teams chat messages, and to discuss with my higherups and my
18 corporate team members on what next steps were going to happen.
19 And ultimately based on a very lengthy email constructed by me
20 detailing who I spoke to, when I spoke to them, the information
21 provided by them in that interview, the decision came back from
22 our HR department that we could move forward with termination
23 for Carlton due to the theft of items since he went outside of
24 the bounds of his job description to enter a unit and remove
25 items that need not be removed and take to his personal

1 apartment and used for his personal gain.

2 Q So I want to ask you, actually, I want to show you a
3 couple of exhibits. I'm going to show you first is what we've
4 marked as Defense Exhibit 20, Defense Exhibit 6, Defense
5 Exhibit 17. And so first, Defense Exhibit 20, I think you
6 referenced a, a text message originated by the assistant
7 general manager, Rachelle to Carlton, is that what you're
8 referencing there?

9 A That is correct.

10 Q And so just tell the jury what you see in there?

11 A I see a message from Ms. Rachelle at about 7 or 7 pm on
12 August 5th asking do you by chance, speaking to Carlton, do you
13 by chance have a computer or anything else from unit 3007 that
14 was trashed out, if so, can you bring it to the office. The
15 response being, yeah, I'll bring it in a minute.

16 Q And look at exhibit 17. Is that the, and I guess, let me
17 back up for a second. So were you present in the office when
18 Carlton brought these belongings to the office?

19 A Yes, I was.

20 Q Did he deliver them to you directly?

21 A Yes, he did.

22 Q And is that a fair representation of the items that he
23 brought to you at that time?

24 A It is. I wish I would have moved stuff around to get
25 a better idea of what's underneath the backpack, but yes,

1 this is ---

2 Q Let me just describe both the items that you see in there
3 and what you recall being the contents of what he returned, let
4 me back up, strike that for a second. There's no time and date
5 stamp on that, but the text message was sent from Rachelle
6 around 7:06 on August the 5th?

7 A Correct.

8 Q How shortly after that did Carlton arrive in the office
9 with those belongings?

10 A Within 15 minutes.

11 Q And so again, back, and so my previous question, and so,
12 if you can just describe for the jury what you see and also
13 what you recall having seen at that time that is not, you know,
14 visible in that picture.

15 A So in the photo, it shows the footlocker, the weighted
16 vest, the tower, a lamp, and a backpack, and you can somewhat
17 see a computer monitor. What you cannot easily see in the
18 photo is both of the computer monitors fully as well as some of
19 the other cords that were kind of at the bottom of the, not
20 Tupperware, but tub, a plastic tub that was used to carry
21 everything back to the office as well as Rachelle's, Rachelle's
22 feet is in the photo.

23 Q And the, there's a chest there. Did you happen to handle
24 any of these items, pick them up, move them?

25 A I did not touch anything.

1 Q Okay. So in the other exhibit that I put in front of you,
2 it's this, what we've marked Defense Exhibit 6, this is the
3 Target receipt. Are you able to easily find, I don't think
4 it's highlighted, but can you find at the top there the date
5 and time stamped on that?

6 A Yes. August 5th, 2022, 7:46 pm is when the checkout took
7 place.

8 Q So if I have the timeline down, so Rachelle sends the text
9 message around 7:00, around 15 minutes later, so maybe around
10 7:20, Carlton delivers the items. Now, at that point in time,
11 did he linger, or did he just drop them off and leave?

12 A He did not linger whatsoever in my office. He did try and
13 say something to Rachelle in passing, but Rachelle shrugged him
14 off and he rolled his eyes and said some choice things as he
15 walked out.

16 Q What did he say, if you recall?

17 MR. LYLE: Judge, objection, Carlton's not here, he
18 can't say what Carlton said, she can't say what Carlton said,
19 bring Carlton in here to talk.

20 MR. VANDENBERG: She was present and she heard, she
21 recalls what she heard, I mean, it's an exception to hearsay so
22 ---

23 THE COURT: I think it is, well, articulate the
24 exception for me. Articulate the exception for me.

25 MR. VANDENBERG: So the exception here would be

1 her present sense impression or an excited utterance, either
2 one.

3 THE COURT: Mr. Lyle, I'm going to allow it,
4 objection overruled.

5 Q So what do you recall Carlton saying at this
6 time?

7 A Fuck this.

8 Q And so then at 7:20, he departs and then according to the
9 time and date stamp on the Target receipt, that was around
10 7:46?

11 A (Nonverbal response).

12 Q So based on your recollection, so were you in the office
13 at this time until Mr. Postell, Christopher, and Myra return?

14 A I was, I was in the office up until about 11:45 that night
15 trying to get everything put together and figure out what next
16 steps needed to happen to fix this issue.

17 Q So between Carlton's departure around 7:20ish and when
18 they returned, what were you doing?

19 A Working on the email to HR, documenting what came back and
20 a couple of the staff members who heard Carlton's outburst came
21 into the office to ask if everything was okay because they had
22 also seen similar behavior towards me during the initial days
23 of turn and they just wanted to essentially make sure that
24 everything was okay.

25 Q And so you recall precisely or even approximately

1 when Mr. Postell and Christopher and Myra return to the office,
2 did they come together or did they come separately?

3 A Christopher and Myra rode together in their own vehicle,
4 Mr. Postell drove his personal vehicle to Target and when they
5 were putting stuff into Mr. Postell's car, it was observed that
6 he did have containers of belongings and luggage bags, that
7 kind of stuff inside his vehicle so he was trying to put the
8 Target purchases on top of the contents within his vehicle.
9 They returned, Christopher specifically returned to my office
10 sometime between 8:15 and 8:30. He confirmed that they were
11 able to get, you know, the minimum basic items for Mr. Postell,
12 things like, you know, toothbrush, toothpaste, toilet paper,
13 things that you're going to need through the night. And he did
14 confirm that Mr. Postell was going to stop by the next day to
15 get an update on everything that was happening. So, and that
16 was also in conjunction with I was able to return his
17 belongings to him, he turned on the computer, the computer
18 screens were blue, that whole interaction. So once Mr. Postell
19 took his belongings, so he, my understanding is he went to his
20 apartment, emptied the contents of his vehicle, came back and
21 picked up the rest of his stuff. I could be misremembering or
22 misunderstanding that, but somehow Mr. Postell specifically
23 removed his items from the office. And just to emphasize, no
24 one in the office touched the items once Carlton brought them
25 back until Mr. Postell picked them up himself and started

1 moving them. And so Mr. Postell took his belongings and took,
2 went back to his apartment. Christopher Lewis stayed and
3 backtracked what happened from everything prior to August 5th
4 to that moment, just trying to understand what had happened and
5 also to disclose to me what he saw inside the car. What Myra
6 had communicated to him during the car ride about wishing that
7 she had said something sooner, that essentially, she wishes
8 that she, to her words, had leadership qualities so that some
9 of this could have been circumvented.

10 Q And so when, if I recall, there was a conversation with
11 Mr. Postell's mother, was that on August the 5th or was that a
12 subsequent day?

13 A There was a conversation on August 5th, there were
14 conversations on August 6th, there were conversations nearly
15 daily in the days immediately after the incident, and it was to
16 ultimately figure out the dollar amount that everything was.
17 And in those conversations, it was, you know, one, giving her
18 an overview, a status update on what was happening, you know,
19 is the employee going to be fired, when exactly that was going
20 to happen and explaining that I could not disclose that type of
21 information. But based on my information that I was able to
22 obtain through my investigation this is what I'm able to share
23 with her at this time. And that information was confirmed with
24 my supervisor that I was able to share that information and
25 some of it was also her wanting things phrased particularly in

1 the email for her preference. So it was, after most of the
2 conversations that we had, there was some type of email
3 communication that followed. But I believe that there was one
4 lengthy phone conversation that took place where there was a
5 review of the information sent to her via email where there
6 were certain things stated in that email that she had
7 explicitly requested be included.

8 Q So next I want to show you what's, this was already
9 introduced previously, but I want to show you what's marked as
10 Defense Exhibit 9. And this, this is a text exchange between
11 Mr. Postell and his mother. And if you look along the lefthand
12 margin, so the author of the text messages on the lefthand side
13 is Mrs. Postell and the righthand side is Mr. Postell. You see
14 what I'm describing, they're kind of shaded a little bit
15 differently?

16 A Yes, sir.

17 Q So if you can, I'm looking at the bottom of that first
18 page. Do you see what looks like a piece of notebook paper
19 ripped out?

20 A Yes.

21 Q With a list and what is the, can you tell the date of when
22 that text thread, the date and time of that text thread?

23 A The text thread started on or around Friday, August 5th at
24 6:30 pm and when the slip of paper in text message came
25 through, that was Friday, August 5th at 9:10 pm.

1 Q 9:10 pm?

2 A Yes, sir.

3 Q Okay. So if I can ask you now about the first
4 conversation you had with Mr. Postell and his mother. So they,
5 if I got the timeline down pat, so they got back around 8:30?

6 A I believe so, yes, sir.

7 Q Around 8:30, and that's when Mr. Postell collected his
8 belongings?

9 A Correct.

10 Q And then that date, that's at 9:10, so did you have a
11 conversation with Mr. Postell where he was holding his phone
12 with Mrs. Postell?

13 A Prior to them leaving for Target is when I had the
14 conversation with Mr. Postell and his mother on the phone.

15 Q Okay.

16 A So when they got back from Target, his mother was not on
17 the phone, it was just him in the office with myself and with
18 Christopher Lewis.

19 Q Okay. Let's talk about that phone call then. So do you
20 recall approximately the time of that initial phone call?

21 A I would say sometime between, between 5 and 7 is when I
22 became aware of it and the phone call came through, but based
23 on this it's probably closer to 6 pm.

24 Q Okay. And so you say Christopher was also present in the
25 room with you for that phone call?

1 A Correct. When Mr. Postell entered into the office area,
2 he met with Christopher Lewis first, and I believe had his mom
3 on the phone at the time he was meeting with Mr. Lewis. At
4 that point, Mr. Postell handed the phone to Christopher, so the
5 conversation was less with Mr. Postell and more with his mother
6 and Chris Lewis. At a certain point in that conversation,
7 Chris directed me, messaged me and asked if I had a minute, I
8 said yes, so he came into my office and that's when Mr. Postell
9 and his mother on his phone entered my office, if you will.
10 And that was when I became aware of the situation.

11 Q And so it's, is it your recollection that at least during
12 that first phone call, so you hadn't yet been privy to this
13 text exchange with Rachelle and Carlton, so you didn't
14 necessarily know at that time the initial conversation about
15 what Carlton had done?

16 A Correct.

17 Q And when you recall, and let's go to the next page, excuse
18 me, the next day, August the 6th, when was, how did the day
19 begin with regards to this issue, when was the first time that
20 you, you know, picked up what had, you know, ended at 11:45 on
21 the 5th?

22 A Around 7 am.

23 Q And what was, what did you do on the 6th then?

24 A At that point I reached back out to my supervisor and had
25 a telephone conversation with him about everything that had

1 transpired from the last time that he and I spoke around
2 8:30ish on August 5th. Gave him a rundown and the dollar
3 amount that we had spent at Target just so he had a running
4 total of what we were able to purchase, and the dollar amount
5 affiliated with that. I was also able to update him that Mr.
6 Postell had picked up his computer, and some of the terms I
7 use, the higher dollar items that we knew we needed to recover.
8 And in that conversation, he let me know that he was going to
9 be reaching out to HR as soon as they got into the office to
10 kind of expedite their portion and to get me updates on what I
11 needed to do from that point forward from an HR standpoint. As
12 for Mr. Postell, I spoke with Nick about that, and then once
13 Chris got into all this, he and I touched base.

14 Q And as of August the 6th, I know you said you were, a few
15 minutes ago that you were interviewing all the witnesses who
16 were involved, and Ashanti was one of them. And at least by
17 point in time on August the 6th, had you met with Ashanti and
18 heard her conflicting information with regards to what she
19 observed in the unit?

20 A I believe her conversation, my conversation with Ashanti
21 did not take place until the 6th. I believe, I don't have the
22 schedule in front of me, but I believe that she had gotten off
23 of work before this unfolded, or let me rephrase, before
24 Carlton brought the stuff back into the office, I believe she
25 had left the office area and so there wasn't an opportunity for

1 me to talk to her before that. So she was working the next
2 day, I was able to meet with her at that time when there was
3 office coverage available for me to pull her away for a few
4 minutes.

5 Q Okay. So August the 6th, so let's take, let's go through
6 that day, so with regards to this. So what were you doing with
7 regards to Mr. Postell's, this incident?

8 A On the, well, I followed the operational side from the HR
9 standpoint, it's touch base with supervisors and having a
10 conversation with my HR department to figure out what I needed
11 to do, what information they needed for me to obtain so that
12 they could make their decision on where to go from here, as it
13 was new territory for me to have an employee steal from a
14 resident. With that being said, the other side to it was
15 meeting with Christopher Lewis and Rachelle to discuss what we
16 need to do for the day in regards to, you know, leasing
17 efforts, turn, because we are still actively involved in turn
18 during all of this. And asking Rachelle to kind of take on
19 more of the roles when it came to the FASs and getting those
20 out to people who did not have deposits on their accounts, a
21 little bit of wiggle room on that front. We also had end of
22 month closeout for the property, so that was something that I
23 had to get through. And then addition to all of that, I knew I
24 needed to follow up with Mr. Postell and his mother and give
25 them an update on where we were at. During the course of that

1 day, my maintenance supervisor stopped by the office and
2 casually said something and came back a few minutes later and
3 brought a computer chair stating that he found it in a
4 different storage location. When I asked him why I wasn't able
5 to find it, he said that it was hidden, that they had put it
6 behind some items that would be too heavy for a woman to lift.
7 And with that, I was then able to call Mr. Postell and let him
8 know that we did find another item of his belongings and asked
9 him to stop by the office to pick it up. At that point, he
10 did, I don't recall if he had his mom on his phone at that
11 point. I do believe that we had a conversation at some point
12 that day, though, but I don't know, I don't recall if it was
13 when he first walked into the office that his mother was on the
14 phone, but the comment that he made when he was picking up his
15 chair is something to the effect of he just wants all of his
16 stuff back, he's tired of everything kind of piece milling
17 coming back in. And I asked him if there was anything else
18 computer-wise that was missing or if he had an update on why
19 the computer screens were blue, and he said that he was still
20 troubleshooting, figuring out why the computer wasn't working.
21 But it, he was frustrated, understandably so, so he picked up
22 the chair and left.

23 Q So again, based on your recollection, at this point in
24 time you had not yet interviewed Ashanti?

25 A I believe earlier in the day before Mike Allen

1 brought the chair back, I was able to talk to Ashanti and hear
2 her side of events, hear her recollection of events.

3 Q And so, but, you know, as far as, you know, your, your
4 investigation went, so you were hearing kind of conflicting
5 information at this point from, based on what was allegedly in
6 the unit versus now what you're hearing from Ashanti?

7 A No. The conflict of information didn't occur until Ms.
8 Postell sent in the spreadsheet of information that she claims
9 was in the unit. Mr. Postell, to my recollection, never
10 explicitly stated that everything on that list was inside the
11 apartment, that it was his mom that put together the list, and
12 his mom is the one who sent him the list.

13 Q So on the 6th, so what, if you don't know precisely but
14 approximately when that chair was picked up, was it morning,
15 afternoon?

16 A I want to say it was late morning, early, like just before
17 lunch.

18 Q So then anything else the rest of the day on the 6th?

19 A Nothing else on the 6th. I went back to both of the
20 storage locations and moved any and everything that I could to
21 see if there was anything else that was not seen the night
22 before or anything else that had been taken, and I did not
23 find anything else at that point in time. And at that point, I
24 felt as though all the stones that could be turned had been
25 turned.

1 Q And so you were, at least as of the 6th, you felt
2 confident that whatever other belongings that might be out
3 there of Mr. Postell's that you had done your due diligence to
4 locate them?

5 A Correct. And to that point, when we thought everything
6 was missing, specifically with the electronics, that was one of
7 the reasons why the sheriff's department wanted a police report
8 on file so that they could have the serial numbers to make sure
9 that if Carlton did not return anything or if the person who
10 stole the items who ultimately came out to Carlton did not
11 return the items and attempted to pawn them, that we would be
12 able to identify those stolen items through the serial numbers
13 on the electronics.

14 Q So I just want to pause and talk about the courtesy
15 officer. So what is the role of the courtesy officer,
16 particularly at The Rowan?

17 A At The Rowan the courtesy officer is an extra point of
18 safety if you will. He is someone who helps onsite, he assists
19 with our, I can't remember what they're called, we have a
20 vendor who does what's called rolling inspections during the
21 evening hours. The courtesy officer does something similar,
22 but helps during the morning hours, during the daytime, but is
23 also onsite, you know, to respond to any type of emergencies,
24 urgencies. And if there are any issues because it's a gated
25 community, if there are any issues with getting emergency

1 personnel onsite, he lives close enough to the gate that he can
2 also assist with clicking emergency responders into the
3 property. So he was kind of an assistant of sorts in many
4 ways.

5 Q Was he an employee of The Rowan?

6 A He was not.

7 Q So he, and since Richland County has the jurisdiction over
8 The Rowan, he was a deputy with the Richland County Sheriff's
9 Department?

10 A Correct.

11 Q And how many courtesy officers at this time did The Rowan
12 have?

13 A In August, they only had one courtesy officer.

14 Q And are there any benefits from being a courtesy officer
15 with regards to The Rowan?

16 A The ownership group has agreed that courtesy officers
17 would receive a 100 percent rental reduction, meaning that they
18 were not paying rent in order to be a courtesy officer at the
19 property.

20 Q And so can you just describe for the, I mean, I think
21 you've done an adequate job of their, what type of incidents
22 might the courtesy officer be called upon to respond to?

23 A So it could be something as simple as a resident has a
24 flat tire, the courtesy officer keeps one of the mobile
25 inflatable, not inflatable, but compressor, air compressors in

1 their vehicle to help with that. They also in the event that
2 someone calls due to a noise concern, a roommate issue,
3 anything along those lines the courtesy officer is someone who
4 can also respond to those incidents. If, you know, there's a
5 911 emergency that gets called in, he also has a radio so that
6 he can hear that and if he hears that it is at the property or
7 an address at the property or near the property, he's able to
8 respond quickly and ultimately having a more favorable outcome
9 in the event of a medical emergency or something along those
10 lines.

11 Q And so as of the 6th, I guess, as far as your position on
12 Carlton's actions, I've heard you use theft and stolen
13 property, was it clear in your mind that that was what had
14 transpired?

15 A After a thorough investigation was completed and I had
16 interviewed every person that I could, the only logical
17 conclusion that I could come to was that Carlton, outside the
18 job description that he was employed to do abused his
19 privileges and went into someone's unit and removed things
20 that were not his to remove by failing to comply with
21 directives and took them into his personal possession so he
22 could have a personal gain from them. So short answer is
23 yes, I believe that Carlton did in fact steal from a resident
24 based on an extensive and expansive investigation that I
25 performed.

1 Q And as of the 6th, I think you testified a few minutes ago
2 that, you know, Carlton was put on, he was on temporary leave
3 is that ---

4 A Correct.

5 Q And he was, describe to the jury that, this was on the 6th
6 so the day after, so who was present in that meeting with
7 Carlton and then yourself?

8 A So during the conversation where Carlton was placed on
9 administrative leave, his supervisor, Mike Allen, was inside
10 the office, I was inside the office and Christopher Lewis was
11 inside the office, he served as a witness.

12 Q And do you remember it precisely or even approximately
13 when that meeting occurred?

14 A Sometime between 8 am and 10 am.

15 Q Okay.

16 MR. VANDENBERG: Your Honor, I know we discussed the
17 timing, so we're at a good breaking point, we have some
18 significant amount in addition to work on, so I don't know if
19 this is a good time for a break or we should, we can continue
20 forward, but we have a bit more ground to cover.

21 THE COURT: If this is a logical stopping point ---

22 MR. VANDENBERG: It is, Your Honor.

23 THE COURT: --- for you, I think it's better that we
24 break for lunch. I assume all of you submitted your lunch
25 requests?

1 CLERK: Their lunches are already in the jury room
2 right now.

3 THE COURT: Let's break for lunch. Yes, sir? I'm
4 sorry.

5 MR. LYLE: Since it's been suggested they brought
6 their lunch, I'm happy with coming back as quickly as Your
7 Honor would have us. I don't need any break.

8 THE COURT: Well, I want you all to be okay, but
9 since you don't have to go out to lunch, can we get back in an
10 hour?

11 JURY: Yes.

12 THE COURT: So it is 12:30, let's try to resume at
13 1:30.

14 MR. VANDENBERG: Thank you.

15 THE COURT: Thank you all.

16 (Jury exiting Courtroom.)

17 THE COURT: You may get lunch, please don't talk to
18 anyone about your testimony. And I just want to say that I
19 hope you continue to feel well or are feeling better.

20 MS. FLOYD: I think something on my stomach would
21 definitely help, thank you.

22 THE COURT: Alright. Good enough. I don't know, I
23 know things are going pretty fast paced, I've looked at Mr.
24 Lyle's charges, and subject of course to your motions, and my
25 rulings, I'm okay with them. I want to get your thoughts on

1 them and of course if anything else you've pled, and
2 mitigations, I need a charge definitely on that. I know things
3 are moving pretty quickly.

4 MR. VANDENBERG: I haven't looked at them yet, I
5 think that's what I'm going to do now. And the only thing is
6 that I, if they're not already in there, I think that we
7 haven't really gotten to, you know, the discussion of
8 approximate cause issue, but I know there's a standard charge
9 about intervening causation. So, and I think, you know, I
10 don't know, I mean, it's not a long instruction, but there's,
11 it's one of those issues that, you know, it's, proximate cause
12 is hard enough for lawyers to understand let alone jurors, so,
13 I'm sure you're capable but again, that's if ---

14 THE COURT: I'll certainly take a look at that, but
15 if you'll take a look at his charge.

16 MR. VANDENBERG: Alright.

17 THE COURT: Thank you all.

18 MR. LYLE: Thank you, Your Honor.

19 (Off the record.)

20 THE COURT: Is everyone here?

21 BAILIFF: Yes, sir.

22 THE COURT: You may bring them in, please.

23 (Jury entering Courtroom.)

24 BAILIFF: The jury's seated, Your Honor.

25 THE COURT: Thank you. Do we have everybody back?

1 BAILIFF: Yes, Your Honor.

2 THE COURT: Thank you. Yes, sir, Mr. VanDenBerg,
3 your witness.

4 MR. VANDENBERG: Thank you, Your Honor.

5 Q So Katie, when we left off on the timeline we were going
6 on August the 6th, August the 7th of 2022. And so I'd like to
7 take you back to that date, and I think we were on August 6th,
8 if you can just finish out that day then we'll get to the
9 events of August 7th, but again, I bring up the discussion
10 about the events you're experiencing in relation to the
11 incident that happened with Mr. Postell. So you, you were
12 talking about the courtesy officer, their role, I think if you
13 could pick up there, if you could remind me what we were
14 talking about and then we'll pick up from there.

15 A So we were discussing kind of the roles that the courtesy
16 officer played at The Rowan, and just to highlight a few of
17 those items. It's to help residents if, you know, they call
18 for a noise issue, any dispute, more urgent, emergent care
19 responses. In this instance, if a resident wanted to file a
20 police report, he would be able to assist with that instead of
21 having to send someone up to the sheriff's department or have
22 them kind of chase someone down, someone who lives in the
23 community and help facilitate that report and make it a little
24 easier for someone. So in this instance, that's ultimately why
25 the sheriff's deputy was contacted is I wanted to make sure

1 that it was available to the resident if they wanted to proceed
2 with pressing charges, additionally, the concern about the
3 serial numbers on the electronics that would allow us to locate
4 if any of the electronics were not returned, we could locate
5 those at pawn shops if the person attempted to pawn those. And
6 just to make sure I cross my T's and dot my I's on the response
7 that would be needed to address this wholistically and make
8 sure that we were timely in our response.

9 Q So in, with regard to Carlton Brown, at some point in the
10 day, I mean, and you had been even on the 5th into the 6th,
11 you've been in contact with HR with your immediate supervisor,
12 Nick Hooser. So internally there was a discussion already
13 about what to do personnel wise with regards to Mr. Brown, if
14 any, and so, and, you know, ultimately, the decision with
15 regards to the human resource's disciplinary action, is that,
16 does that rest with the general manager?

17 A So the general manager is responsible for making,
18 gathering the facts and providing them and discussing options.
19 No acts are equal and should be treated as such because it's
20 always context to what's going on in a situation. So as such,
21 my responsibility, and anyone's responsibility as a property
22 manager would be to gather the information, collect as much of
23 it as possible and to provide that, discuss it with our HR
24 representatives. The HR representatives work with a third
25 party company called AFP, and seek their advisement on what

1 ultimately would be the best approach for a certain decision.
2 So part of the delay was due to that information being sent to
3 a third party to review and make the, make a suggestion, make a
4 decision and for me to hear back from our HR representative on
5 what they, what their decision was. So I'm to collect the
6 information and to provide it to my supervisor and to HR, HR is
7 ultimately responsible for making the decision one way or
8 another and everything in between.

9 Q And so if you could name, just for the record, who the,
10 your HR representative was?

11 A My point of contact would be a person by the name of Verva
12 Patel.

13 Q So she was the person in HR who would be making this
14 decision about any action, punitive or otherwise, with regards
15 to Mr. Brown's employment?

16 A Correct.

17 Q And then ADP, they advise Verva and others or do they
18 directly advise you or is it just they're advising
19 HR?

20 A They're advising HR; they are used when making certain
21 decisions specific to termination.

22 Q And so on the 6th Mr. Brown was put on administrative
23 leave, I think that was the term, and was that after consulting
24 with HR or was that your decision?

25 A That was with consultation of HR.

1 Q And so you had this meeting with, you know, Mr. Brown and
2 his representative who was his supervisor ---

3 A Correct.

4 Q --- Mike Allen and then Christopher Lewis was present when
5 you placed him on administrative leave?

6 A Correct.

7 Q So at least at that point in time preliminarily, the facts
8 were supporting that Mr. Brown had not just committed some
9 violation of Campus Advantage, their internal policies, but may
10 have also committed a crime, or maybe some civil infraction?

11 A Correct.

12 Q Do you recall approximately, did you have any phone
13 conversations with Mr. Postell and his mother, and or his
14 mother on the 6th?

15 A I'm sure that there was because I believe the 6th was when
16 we were able to locate the computer chair. It would have taken
17 place after Carlton was placed on admin leave.

18 Q And was it during any conversation on the 6th, strike
19 that. So was there, at any point in time did you inform
20 Mr. Postell about Carlton Brown's alleged theft of his
21 property?

22 A The mention of Carlton's involvement with all of this, one
23 was left vague, so it wasn't a named person, it was just an
24 employee was involved in an incident and Mr. Postell and his
25 mother were notified at a later date once the investigation was

1 concluded, and as to the result of that investigation and
2 ultimately the final decision.

3 Q And was that, I mean, are we talking several weeks after
4 the 5th or 6th or are we talking just several days after?

5 A I believe, I wouldn't even say several days, I think it
6 was the next day after I had an opportunity to discuss the
7 information and the findings with Mr. Hooser and received
8 information from our HR department and I was given approval to
9 provide certain information. That is when I had that
10 conversation with Mr. Postell and his mother.

11 Q So when you say you were given approval, was that Mr.
12 Hooser's approval to share that information or was it HR's ---

13 A Mr. Hooser's approval.

14 Q Okay. So let's go now to the 7th, this was a Sunday,
15 Sunday August the 7th. Again, how did you start the day if you
16 remember precisely or even approximately of how the day began
17 with regards to this incident?

18 A Okay. So with regards to this I believe I was starting my
19 day fairly early, following up, very similar to the day before,
20 following up trying to figure out what next steps needed to
21 happen. So at that point, a lot of the discussions were
22 happening at a higher level of what do we need to get from the
23 resident in order to, to fix it, for lack of a better phrase.
24 You know, can we get a list of what specifically was missing,
25 can we get information on the value of those items, can we get

1 receipts, and that's ultimately the conversation, I don't
2 remember the exact date, but I do remember that both Mr.
3 Postell and his mother and Mr. Lewis were all privy to the
4 discussion on, you know, once I was told what specifically was
5 needed for us to, for lack of a better phrase, cut a check,
6 that was communicated to Mr. Postell and his mother the same
7 day. And in that conversation, I want to say it was within
8 like three to four days of all this unfolding, so like three or
9 four days from August 5th is when this information was coming
10 out. And at no point in time did I say that we were not going
11 to be paying something. It was always, hey, I just need to
12 figure out the logistics in order to get the, to cut a check.
13 And so in doing that there were continued conversations about,
14 you know, I need to know what specifically is not accounted
15 for, I need to know the dollar amount and any purchase receipts
16 and things like that. And that conversation specifically
17 happened with Mr. Postell in the room with his mom being the
18 main person talking. She was saying that she can provide me
19 with a list of items that she would work with Mr. Postell, and
20 she let me know that she'd get the receipts together and she
21 mentioned putting it into an Excel spreadsheet, and I said that
22 would be helpful in order for us to get on our side a check to
23 be cut. We would need the documentation not only of what was
24 missing but also the receipts to show proof of purchase. So
25 that was the first time that it was asked for not only a dollar

1 amount of what we're needing, but a very brief overview of
2 what's going to be required in order for us to get that check
3 to them.

4 Q To set expectations about what the process looked like
5 internally at Campus Advantage?

6 A Correct.

7 Q So I'm just going to digress for a moment and just talk
8 about maybe some of these instances where Campus Advantage is
9 called upon to provide compensation to a resident. So let's
10 say it's a scenario, you know, that there's a water leak in
11 front of a washer, dryer, you know, water heater leaks, there's
12 rain, the roof crashes in and damages a tenant's personal
13 property, something beyond, you know, their responsibility,
14 it's something that's outside, you know, their area of
15 responsibility. So would the process be similar if, you know,
16 you got a call from the tenant and said hey, your washer, you
17 know, the washer, dryer, you know, line busted and so now
18 there's water flowing in my apartment damaging my personal
19 property, etcetera. So what would the process, would it be
20 similar to that situation?

21 A To a degree. So what's unique about this situation is
22 that the resident was a party to the conversations, but the
23 resident was not advocating for what he wanted. And I point
24 that out because the mother, during the conversation when
25 discussing about reimbursement explicitly stated that she

1 wanted a check in hand with that dollar amount which is doable,
2 it adds a delay in processing that because of how we have to
3 add the person in as a vendor in our system to physically cut
4 the check for audit purposes. So with that, in a typical
5 situation such as a water pipe burst, we would add that as
6 credit onto the person's account. In this situation, that was
7 not requested, it was rejected, it was explicitly stated that
8 they wanted a physical check in hand for that dollar amount,
9 and because of that, it was going to create a delay in getting
10 any of this processed.

11 Q So let's talk about the, I guess, the dollar amount that
12 you keep referencing. So do you remember, you know, if you
13 remember the exact date, but otherwise it's a, you know, an
14 approximate range of dates when the first mention of a dollar
15 amount arose?

16 A The first mention would have been August 5th and it was a
17 dollar amount referenced to the computer, if the computer was
18 no longer working, the tower and the components within the
19 tower, my belief was estimated at anywhere from \$3,500.00 to
20 \$5,000.00, with it being a custom built computer, that sounded
21 reasonable.

22 Q And so, let's slow down and talk about that. So where was
23 this conversation taking place?

24 Q In my office with Mr. Postell, this was when his mother
25 was not on the phone, so this is after we were able to recover

1 the items and he was emphasizing that he just wanted his
2 computer which we were able to recover, he, it was Mr. Postell
3 in the room, myself, and then Christopher Lewis was also in the
4 room.

5 Q And so this was after you had returned the items that we
6 saw earlier?

7 A Correct.

8 Q And so you had already turned the computer on and it was a
9 discussion about the graphics card?

10 A Mr. Postell turned the computer on, but yes, he mentioned
11 that it could, his initial assumption was that it could be a
12 graphics card, but he would not know until he had a chance to
13 essentially take his computer apart and troubleshoot, which
14 again, is not uncommon in that situation.

15 Q Okay. What about the, any other contents from his
16 room?

17 A He did not mention anything at that time. He did say that
18 he was going to have to compare what he already had in his
19 possession to what he, I may get the exact verbiage incorrect,
20 but something to the effect that he needs to compare to what he
21 currently has to what he lost. And I, to be clear, I did not
22 expect him to give me a detailed list of everything he needed
23 on August 5th, but he did say that he was going to need some
24 time to think about it and he was going to work with his mom to
25 get us a list together, and I said that was okay.

1 Q Okay. So now back to August 7th. So did you have, I
2 guess, when was the first conversation including Mr. Postell's
3 mother where a dollar amount was discussed?

4 A It could have been as early as the 6th, but I don't think
5 that it was, I want to say that it was probably a day or two,
6 two or three days after August 5th. I knew that it was going
7 to take them some time and I asked them to take the time to
8 make sure that they thoroughly provided everything that could
9 not be accounted for. So it may have been August 7th, maybe
10 even August 8th when the initial verbal dollar amount was
11 stated to me.

12 Q Okay. So Monday, August the 8th, okay. So, and so let's
13 talk about that. That conversation where the dollar amount
14 was, so can you just tell the jury about the context when this
15 conversation took place.

16 A So in that instance, Mr. Postell came back to the office
17 since it was Monday, it was a quote unquote regular business
18 day. So Mr. Postell came into the office and met with Chris
19 initially and attempted to get his mom on the phone, the cell
20 phone, and she wanted to talk us. So Chris brought Mr. Postell
21 into my office where we had the conversation with his mother on
22 the phone. During this, Mr. Postell sat in the room, but did
23 not have a lot to add to the conversation, about 95, the
24 conversation was with his mother. And during that conversation
25 his mother was discussing the various things that she knew that

1 she had bought for him that, and then told him a couple points
2 that he would need to find out the dollar amounts of things
3 that he knew he bought for himself, just being very motherly,
4 wanting to make sure that nothing, that her son was taken care
5 of and protected in all of this. And in that discussion is
6 when she gave a conservative estimate of anywhere from 15 to
7 \$20,000.00 minus the cost of the computer. And so in that
8 conversation is when I started kind of piecing together, okay,
9 this is going to be a very large dollar amount. After the
10 conclusion of that conversation where Mrs. Postell pointed out
11 that it could be 15 to \$20,000.00, I took the time to call my
12 supervisor and bring him into what was going on and gave him
13 the dollar amount and he said a soon as we get receipts, we can
14 work on getting the check cut. So with that being said, the
15 next conversation reiterated that I was just going to need
16 receipts, I was going to need the list of items, and again, the
17 supporting receipts. We did not at any point during that
18 conversation say that we were not going to pay him the
19 \$20,000.00 or the 25 with the estimates of the computer, we
20 were just asking for the receipts. And I was being told by
21 Mrs. Postell specifically that she believed she had used credit
22 cards for it, so she'd be able to pull some of that information
23 based on like prior purchase history, things like that. And
24 that she would be able to do her best to get some of those
25 receipts put together, but it was going to take time, again,

1 understandable. And I believe that was also the conversation
2 that led to her emailing that she wanted the check made out to
3 her specifically and that it needed to be, I believe it was
4 \$20,000.00 at that time, she may have put \$25,000.00 in the
5 email because, you know, the cost of the computer.

6 Q Now, so with, in the student housing business, even though
7 you have these, you know, sometimes, I mean, often times
8 they're adults when they arrive or at least the age of 18 where
9 they can sign the lease contract, but even in that instance
10 it's not uncommon for the residents to also have a guarantor?

11 A Correct.

12 Q And so the guarantor is, you know, from time maybe even
13 often a parent?

14 A Correct.

15 Q And so it was, Mrs. Postell was the guarantor on Mr.
16 Postell's lease?

17 A Correct.

18 Q So she was not a party to the lease agreement, but she
19 was a separate guarantor meaning she was a party to that
20 agreement?

21 A Correct.

22 Q So let's go back to the 7th. So there's a mention, this
23 is the first time there was a conversation, and was Mr. Lewis a
24 party to this conversation?

25 A Yes.

1 Q So between you, Mr. Lewis in the room, Mr. Postell was
2 in the room and Mrs. Postell was on the phone, then there
3 was the first mention of somewhere I think I heard you say
4 15 to \$20,000.00. And I just want to understand correctly,
5 did you say that while you were still on the phone with those
6 parties that you called Nick Hooser or was that
7 after?

8 A That was after.

9 Q Okay. So you have the conversation, the conversation
10 about the receipts and then mister, was Mr. Postell in the room
11 when you called Mr. Hooser?

12 A He was not. I wanted, once he hung up the phone with his
13 mom or put her on mute, I can't remember which one, but he I
14 think had like just a simple question or two I don't remember
15 exact, but once I wrapped up with him, I let him know that this
16 is what the next steps were going to be, I was going to have my
17 supervisor just double check and make sure that, you know, I
18 was doing what I needed to do to fix this. I also want to note
19 that during that same conversation it was reiterated the option
20 to be let out of his lease, that the check would be coming
21 regardless, but because I understood that this could be a
22 sensitive thing given some of the concerns that his mom had
23 expressed in the previous conversations leading up to that,
24 that I just wanted to let him know that he still had that
25 option to be let out of his lease if that's what he wanted to

1 proceed with. And he again reiterated that wasn't something he
2 was interested in doing.

3 Q If you can just, I don't recall you mentioning, but if you
4 did already, my apologies, but if you can just reiterate for
5 the jury what those concerns Mrs. Postell had that she relayed
6 to you?

7 A Yeah. So one of the concerns specifically on August 5th
8 was that an employee went into her son's room, that the
9 employee theoretically would still have access because we do
10 have keys onsite, we have hard keys, and legitimate concern.
11 The next concern was obviously if it could happen again, if it
12 does happen again, what does our reaction to that look like and
13 she wanted to know the details and point out where there can be
14 some improvement in supervision with employees in key
15 management. And some of those were concerns that I also
16 brought up to Nick and discussed how we can better approach it
17 moving forward.

18 Q Okay. Now, back to August the 7th. So Mr. Postell leaves
19 the office, you call Nick Hooser and you have a discussion
20 about now you're, I guess clarified the expectation about what
21 this damage claim might look like?

22 A Yes, sir.

23 Q So at this point in time, you're still, I guess you're
24 still working with Mr. Postell and his mother?

25 A To my knowledge, I was working in good faith, yes.

1 Q And so the, and correct me if I'm wrong, but you had
2 already had the meeting with Ashanti Young on the 6th and from
3 her had an understanding of what at least from her perspective
4 were the contents of Mr. Postell's room?

5 A So at that point in time, my conversation with Ms. Ashanti
6 was that she was on the golf cart and that she had not
7 physically gone into the room. It wasn't until a later
8 interview after Carlton was terminated that she then informed
9 me that she was in fact in the room. So based on the form of
10 the question at that time, Ashanti's story was that she was on
11 the golf cart and was not physically in the room.

12 Q Okay. When, so you recall the date, even in this just
13 relation to these conversations on the 8th, 7th or 8th with Mr.
14 Postell and his mother, when did you have that next
15 conversation with Ashanti Young?

16 A So initially my conversation with Ashanti was, I would
17 have had daily conversations with her, but that specific bit of
18 information about the contents of the apartment did not come
19 out until I think around the time that this, that this Court,
20 this hearing was filed, this case was filed ---

21 Q Case was filed.

22 A Yep. Was around that time, so when the process server
23 came into the office, Ashanti was one of the ones working, the
24 process server was doing their thing, Ashanti let me know what
25 was going on, that's when she casually mentioned that I don't

1 remember seeing anything inside the apartment except for a
2 couple of boxes. And that's what prompted me to start asking
3 like this is a change of story, what are you talking about.

4 Q Okay. So August the 7th, you're, let's go ahead actually
5 to August to 8th. Do you recall, I guess, around that
6 timeframe, so the next conversation you may have had, you said
7 you were having daily conversations, do you remember anything
8 that stands out about the subsequent conversation with Mr.
9 Postell and his mother regarding this incident?

10 A The only thing that stands out to me is that, a couple
11 different things. Mr. Postell seldom was an active
12 participant, he typically let his mom take the lead, and by
13 typically, I mean with the exception of maybe two conversations
14 over the course of three weeks. His mom was my point of
15 contact, and that was at her request, and I believe in one of
16 the initial conversations she did state that she did want me or
17 Chris, Christopher was talking to Mr. Postell without her
18 present. During one of those conversations when he kind of
19 dropped, I don't remember if he dropped in or Chris had
20 scheduled a time for him to come in so we can give him an
21 update, he did have his mom on his phone and I want to say it
22 was like a week or so into like asking for the receipts or
23 waiting for the receipts to come in. On his cell phone, there
24 were text messages coming in, and his mom on that particular
25 day was very irritated and was very intentional with her

1 expectations and very not, she didn't want to hear that she
2 needed to provide receipts, she wanted to be told that day that
3 she was going to have a check in hand that day, which even if
4 we did cut a check, it's coming from Austin, Texas, she would
5 want it mailed to her address in Georgia, that's not going to
6 happen. And during that, Mr. Postell ended up actually muting
7 her initially and apologizing for her behavior towards myself
8 and towards Chris Lewis. And at a certain point in time, I
9 can't remember how exactly the conversation turned, but he
10 ended up hanging up on his mother and quote and said as he was
11 doing it that she's just doing too much and apologized again
12 for his mother's passionate tone with us and just wanted to
13 emphasize that he just wanted to get this over with, he just
14 wanted to get his check, that that would help his mom calm down
15 a little bit. So I advised I understood and just asked that
16 he, again, work with her, as soon as you get the receipts we'll
17 move forward with it. So there were a couple of instances
18 where, well, he was in the office, he would mute his mom and
19 apologize for some of the things that she was saying. It was
20 not uncommon for her to have, I don't want to say unreasonable
21 expectations because what she was asking for made sense, but
22 the timeframe and the turnaround that she was asking for could
23 not logistically happen. And so when that was told to her, she
24 was understandably frustrated and that's when Mr. Postell would
25 either mute her or in that one instance, he would hang up on

1 her. And then as the conversations continued on the screen of
2 the phone you could see text messages coming in from other
3 people and it did appear at one point that a text message came
4 into the effect of it doesn't matter, she's going to have to
5 pay anyway. Not sure what the context to it was, but something
6 to that spirit was an incoming text message that I did see, and
7 that's why I say I was under the assumption we were discussing
8 it in good faith, but in hindsight, it does appear that that
9 may have been around the time that they retained an attorney
10 and here we are today.

11 Q So talk about this kind of, generally this period of time
12 where you're having these discussions. So since you hadn't got
13 from Ashanti this, you know, being more specific perspective on
14 what the contents were, the Campus Advantage position and yours
15 personally was just, you're awaiting this process to be
16 completed. So you, you set your expectations, you request
17 these receipts, it seemed like both parties were, you know,
18 operating in good faith, there was a dollar amount mentioned
19 and that was, you know, provided that there was the
20 documentation to support that, you know, Campus Advantage at
21 least, your superior essentially were onboard with that?

22 A Yes.

23 Q I want to show you what we've marked as Defense Exhibit
24 10. And you'll see, this is, I mean, this was produced, my
25 recollection is that this was produced to us so we initially

1 were served with the discovery request which we produced and
2 then we served a discovery request in, that's why it's Campus
3 Advantage emails, but what you'll see at the bottom is the
4 smart bate stamp, do you know what the bate stamp is? It's the
5 right, bottom right, it's just, it's stamped by the, you know,
6 the, an attorney's office in the document production. So when
7 you see it at the bottom of this page, I'm going to reference
8 it as we go through these pages, the page numbers, you know, so
9 for example, the first page of this document is Postell's 0017,
10 do you see what I'm talking about?

11 A Okay.

12 Q Okay. So I want to draw your attention initially to, it's
13 the second page in this pack, but it's Postell 0018 at the
14 bottom?

15 A Yes.

16 Q And looking at the top email up here, and it's this email
17 dated Thursday, August the 18th at 3:59 pm. In that second
18 paragraph, and this is from Mrs. Arnold and it's, it was
19 addressed, you don't see your addresses in there, but this is
20 addressed to Ms. Floyd and Christopher, I'm assuming that's you
21 and Christopher Lewis?

22 A Correct.

23 Q Do you recall this email?

24 A It does look familiar.

25 Q So this was on August, Thursday August 18th, and

1 there's reference here in the second paragraph, and if you
2 could read along, so this was based on me providing the cost of
3 disposed items, the amount of \$20,000.00 was provided to both
4 Ms. Floyd and Christopher on Monday, August the 8th, 2022
5 excluding the computer damage. Does that sound, you know, just
6 based on what your testimony was whether it was the 7th or the
7 8th the time when you received that dollar amount?

8 A That's correct.

9 Q Okay. And so I next want to draw your attention to, if
10 you flip back towards the back of the package, and this is, at
11 the bottom righthand corner it's Postell 0024?

12 A Okay.

13 Q And so this is starting here in the middle of the page,
14 mine's highlighted, but you can see Monday, August the 22nd at
15 3:45 or excuse me, 3:43 pm, again from Ms. Arnold, the second
16 paragraph it starts as requested by phone from Katie,
17 Christopher, on Thursday, August the 18th at approximately 3:30
18 pm. Please see the attached estimated list of items that were
19 illegally disposed of from apartment 3007A. So on August 22nd,
20 is that when you received, if you refer to this, the
21 spreadsheet that you discussed with Mrs. Arnold?

22 A Correct. That was when we received the spreadsheet, but
23 not the receipts.

24 Q And so I want to next show you what we've marked as
25 Defense Exhibit 15. Does that look like the spreadsheet

1 email that was attached to this August 22nd email?

2 A This does look like it, it is \$2,500.00 more than what was
3 discussed.

4 Q So but do you recall receiving that spreadsheet?

5 A Yes, I do.

6 Q Okay. And it was on August 22nd?

7 A Correct.

8 Q And my apologies for the clarity of, it's been reproduced
9 several times, it's not the best source. So the loss occurred
10 on August the 5th, there was a discussion starting that day,
11 continued over the next couple of days, you set your
12 expectations over the course of these next now several weeks
13 where you were awaiting what you would anticipate were
14 receipts, at least this spreadsheet that had been, that you had
15 discussed and August the 22nd you received this spreadsheet?

16 A Correct.

17 Q And do you recall approximately when you were first made
18 aware that Mr. Postell had hired an attorney?

19 A I don't think it was too long after that. I know I
20 received an email from his attorney, I think within a few days
21 of receiving this. In addition to receiving the list of items,
22 there was also included in the email that if we did not, if she
23 did not, Mr. Postell's mother did not have a check in hand by,
24 I want to say the 24th or the 25th, that she will be retaining
25 an attorney. And just to give context, it would take a minimum

1 of seven days for us to process a check, so just in that demand
2 alone I knew that we weren't going to be able to get the check
3 cut that day and give it to her in hand, we do not have
4 structure to print out a check in the office. So, and that had
5 been expressed to her numerous times that it takes at least
6 seven days. So from that email, receiving this I think within
7 a few days is when I received Mr. Lyle's email notifying me of
8 the intent to file a lawsuit or whatever the term is and we
9 then I want to say within an hour of receiving this email I
10 immediately replied with if you can please ask your clients for
11 the receipts, I'm happy to cut a check as quickly as possible
12 or start the process to cut the check as quickly as possible,
13 we're just waiting on receipts. And I believe his response was
14 something to the effect of please forward this to your
15 attorney, so...

16 Q So I want to back up. So the, the, at some point between,
17 you know, August the 5th when this incident occurred and August
18 the 22nd, had you completed your investigation?

19 A I had, yes, sir.

20 Q And so I want to draw your attention to, and there's a
21 Plaintiff's Exhibit in this regard as well, but this is what
22 we've marked as Defense Exhibit Number 7. Do you recognize
23 that email?

24 A I do.

25 Q And if can you just tell the jury what that email's

1 about?

2 A Yes. So this is an email that was constructed by me and
3 drafted by me that outlines from start to finish every aspect
4 of the, of this interview process to figure out what happened,
5 who appears to be responsible. And adding additional context
6 for things that happened prior to that while may not be
7 necessarily related to the theft of the property, did speak to
8 some of the behaviors from the employees who ultimately are
9 being called into question as a result of this incident. So
10 it's highlighting a lot of different moving parts, it's a very
11 long email, a very thorough email that covers the
12 investigation, the outcome, and ultimately requesting for
13 advise on how to proceed from this point forward. And it was
14 sent to HR department, our human resources and it also had my
15 supervisor copied in so that they could all be on the same page
16 about what exactly happened based on the information that I was
17 told.

18 Q And so is this the email that you would, and you started
19 drafting on August the 5th, I think you testified that you were
20 drafting an email to HR, is this the culmination of that, that
21 effort?

22 A So the email on August 5th is unrelated to this one, but
23 the one from August 5th was a separate email from which they,
24 that I needed advice on a situation that was actively unfolding
25 and that turned into a phone call. This is the start of the

1 recollection of events so that starts a new email thread, so
2 the email from August 5th is different than this email.

3 Q And so I think we talked about this before, but in the
4 context of human resources issues, so the protocol on Campus
5 Advantage at the time when this incident occurred, required
6 that you as a general manager to document your findings, submit
7 them to HR and your superiors, is that this document?

8 A Correct, yes, sir.

9 Q Okay. So I think you, let's touch on the email that you
10 referenced. You recall the email, the litigation email that
11 you received, the date that you received it?

12 A I don't remember the exact date. I know it was the end of
13 August, so sometime in the last week of August. I want to say
14 it would have been a Monday, but I don't want to commit to that
15 because it could have been any day of the week.

16 Q And was there any dollar amount attached to that, a
17 request for compensation?

18 A There was. \$25,000.00 is coming to mind, I, in the
19 initial email or the initial letter I think it was still at
20 \$25,000.00.

21 Q And were there any additional terms that you recall?

22 A Not that I can recall off the top of my head.

23 Q Okay. Alright.

24 MR. VANDENBERG: Your Honor, we have no further
25 questions. We reserve the right to redirect ---

1 THE COURT: Of course. Mr. Lyle, your witness.

2 MR. LYLE: Thank you, Your Honor. I hope to be very
3 brief; I'll do my best.

4 **CROSS EXAMINATION**

5 BY MR. LYLE:

6 Q Good afternoon, Ms. Floyd. It sounds like you want to be
7 called, Katie, is that right?

8 A Ms. Floyd's okay.

9 Q What would you prefer I call you?

10 A Ms. Floyd's okay.

11 Q Ms. Floyd. I just want to clarify a few things. That was
12 a lot of talking, a lot of questions, a lot of answers so I
13 just want to make sure we refresh some of this. On July 25th
14 of 2022, you said there were questions about the integrity of
15 the turn board, is that right?

16 A That's not what was said.

17 Q That's not what you said?

18 A That's not.

19 Q Okay. What did you say?

20 A That we were, on July 25th, 2022 that we were doing move
21 out inspections and ---

22 Q I'm sorry, say that again.

23 A We were doing move out inspections and occupancy walks.

24 Q You did not say there were questions about the integrity
25 of the turn board?

1 A The integrity part is the part that I did not say.

2 Q You did not say that?

3 A I did not.

4 Q Okay. You did not say there's a lot of inconsistencies in
5 the turn board?

6 A I believe that was the verbiage that I used.

7 Q Okay. So you later said that. You also said lots of
8 instances of leaving property behind, did I hear that?

9 A Out of context, yes.

10 Q Okay. What, give me the context.

11 A So the question was about in my experience over the course
12 of my career, I have had experience over the course of my
13 career with people leaving stuff inside of their apartment.

14 Q Were there any other instances of people leaving stuff
15 behind in their apartment at The Rowan while you were
16 there?

17 A I believe that there were people that left their trash
18 behind, yes.

19 Q Were there any non-trash items left behind?

20 A I believe that there was one international unit that had
21 stuff left behind.

22 Q What's an international unit?

23 A The occupants of the unit were international students.

24 Q Does that have any bearing on whether they leave stuff
25 behind or not?

1 A The fact that they can't pack their mattress pad with them
2 in their suitcase to travel across the globe does impact, yes.

3 Q So they expect you to throw it away for them?

4 A Yes.

5 Q Is that in the lease?

6 A It is not.

7 Q I also heard you say it's not uncommon to have holdovers,
8 did I hear you say that?

9 A That is correct.

10 Q And you said there was organized chaos?

11 A Those were my words to describe the concept of turn, yes.

12 Q At The Rowan?

13 A Turn as a general statement in student housing, yes.

14 Q Turn at The Rowan?

15 A Turn at The Rowan was in my opinion organized given
16 everything that I could do going into it.

17 Q Listen to my question. At your time at The Rowan, would
18 you describe the turn as organized chaos or was that other
19 property management facilities other than The Rowan?

20 A Are we still talking about July 25th or are we talking
21 about July 25th through present day?

22 Q You tell me.

23 A You asked me a question.

24 Q Yeah. My question was I heard you early on several times
25 tell Mr. VanDenBerg that it was organized chaos. I'm asking

1 you to clarify was the organized chaos at all during your time
2 at The Rowan or are you saying that it was tranquility and
3 peace at The Rowan, the organized chaos was at the other
4 facilities you've been at?

5 A So none of the above.

6 Q Okay.

7 A The question that I was asked earlier was about turn in
8 general and the best way to describe it is organized chaos
9 because you are organizing and knowing that you are going to
10 run into, you're going to run into issues. I've never seen a
11 flawlessly performed peace and tranquil to your words of turn
12 put on by myself or by any company by any persons. So to
13 answer the question in the context that it was asked, on July
14 25th, it was organized.

15 Q Was it chaos?

16 A Not until August 5th when everything came out that this
17 incident had happened. And even then, I wouldn't call it
18 chaos, I would still call it an issue that needed to be
19 resolved.

20 Q You said tenants just want to move, I heard you say that
21 too, like they might go from unit A to unit B. You said
22 tenants just want to move, is that right?

23 A I believe that's what I said.

24 Q Okay. Property manager is the ultimate one responsible
25 for the turn, is that right?

1 A Making the decisions on a few different things, but the
2 success of the turn is determined by the leadership provided by
3 the property manager.

4 Q I also heard you say that Mr. Postell signed a renewal
5 transfer lease. Do you remember that?

6 A I do.

7 Q You did say that?

8 A I did.

9 Q Alright. I'm going to hand you what's marked as
10 Plaintiff's Exhibit 2. Do you recognize that document?

11 A Is this the same one that I was provided earlier?

12 Q You're welcome to put them side by side to find
13 out.

14 A It appears these are the same documents.

15 Q Okay. Explain to me on the document that I just handed
16 you where it says that has anything to do with a renewal
17 transfer.

18 A This one wouldn't.

19 Q So is it your testimony that there's another lease that's
20 a renewal transfer in addition to that lease signed by Mr.
21 Postell?

22 A My testimony is that this renewal lease took over and
23 replaced the renewal transfer lease that he had signed
24 previously.

25 Q And when did he sign that?

1 A I don't have the lease in front of me, so I can't tell
2 you.

3 Q Are you familiar with the discovery process when we served
4 requests to produced on you and you were asked to produce every
5 document relevant to this case and responsive to documents that
6 might have been signed by my client? Did you receive that?

7 A I believe I did, and I believe I turned in everything.

8 Q You provided to your attorney a renewal lease with a
9 different date than that?

10 A I turned in everything that I had access to, yes.

11 Q Listen to my question. Did you turn over a renewal
12 transfer lease in addition to that one signed by Mr. Postell?

13 A It would have been turned into you ---

14 Q Okay.

15 A --- yes.

16 Q We'll take that up when the jury's not here. Let me just
17 move on. You also said that y'all did occupancy walks the
18 second week in, the second week you were there? Second week in
19 July? When did you do occupancy walks?

20 A We started the second week, yes.

21 Q Okay. So would it surprise you that Ms. Hinton says that
22 on July 25th, those were occupancy walks?

23 A It doesn't because earlier when I testifying to starting
24 the occupancy walks, it was with the understanding that these
25 were keys in hand units.

1 Q Okay. You also said we need to be flexible during turn,
2 is that right?

3 A That is correct.

4 Q Alright. Now, you said Chris took notes on who was paying
5 attention in the meeting? Christopher Lewis.

6 A That is correct.

7 Q Okay. So he was fairly involved in these meetings?

8 A Yes. He was a manager.

9 Q So does that mean he had a higher level of duties or
10 responsibilities that's compared to the community assistant and
11 the other employees?

12 A Correct.

13 Q You trust Chris in this process? You believe he was doing
14 what he was supposed to do?

15 A I have no reason to doubt it.

16 Q Okay. So I'm going to draw your attention to the screen.
17 You'll see, so earlier you were handed a copy of this, but I'll
18 hand you another copy with our numbers on it. This is marked
19 as Plaintiff's Exhibit 10, I'd submit these, the same version.
20 You're familiar with that document?

21 A Yes, I was.

22 Q Alright. This is in fact your report, correct?

23 A This does appear to be my email, yes.

24 Q Alright. And you did this at 2:37 pm on August the 7th?

25 A That's when it was emailed, yes.

1 Q Alright. So you completed the report at that time?

2 A That's when it was emailed.

3 Q Alright. So if I could, subparagraph C, would you please
4 tell the jury what that says?

5 A Mike and Chris sat in the back in the room and talked with
6 each other throughout the meeting regardless of my attempts to
7 bring attention to the materials.

8 Q So Chris is one of the leaders who you would have a lot of
9 trust in having been responsible for all of this. Are you
10 saying here now that he sat in the back with Mike?

11 A No. I'm saying there were two people on staff named
12 Chris.

13 Q Okay. So it's not the same Chris?

14 A This is not the same Chris.

15 Q Alright. Was Nick present at this meeting?

16 A On July 17th, he was not.

17 Q Okay. But you said that the, very explicit about this bag
18 and tag, right?

19 A Yes.

20 Q Very important?

21 A Yes, sir.

22 Q But you had people in headphones, and you had people
23 sleeping in this meeting?

24 A I believe it was this meeting, if not this meeting, then
25 it was a different meeting, yes, sir.

1 Q So if it was that important, wouldn't you want to wake
2 people up who are wearing headphones or sleeping?

3 A I can't force people to listen to what I have to say.

4 Q But you agree that when you're holding tenant's personal
5 property that it would be a good idea to make sure everyone's
6 paying attention?

7 A Again, I can't force people to listen to what I have to
8 say any more than I can force them to do what I'm asking them
9 to do. It's up to their decision and their integrity to do
10 what is being asked, if they fail to do that, that's on them.

11 Q And if you would read to the jury this subparagraph C, I'm
12 sorry, D.

13 A After that meeting, Rachelle took the team to a sample
14 unit to further discuss the details of inspections. In this
15 meeting, it was observed that the maintenance team was speaking
16 over Rachelle even after Rachelle attempted to refocus the
17 group multiple times in that meeting.

18 Q Again, this is handling of the tenants' personal property
19 and possible holdovers and possible organized chaos, wouldn't
20 it be reasonable to think that you should have better
21 participation, or not be surprised when your employees don't
22 follow the orders that you have been so explicit about?

23 A That sounds like a question for HR. I merely did what
24 they were directing me to do and taking notes and providing the
25 information to them for coaching sessions.

1 Q I understand that, Ms. Floyd, but that's the question
2 I'm asking you today as the property manager when this
3 happened.

4 A My response would be I would take the information down, I
5 would coach them in individual training sessions and I would
6 provide the information and feedback to our HR department for
7 them to make a decision on the consequence that they would
8 face.

9 Q But you are ultimately responsible for the turn?

10 A Turn is not people's behavior and more specifically
11 employees' behavior. I can't want a good employee to be good
12 enough for them to want themselves to be good.

13 Q Now, you also said earlier that, well, let me back up.
14 You never did go see Jamahl when he, I know you weren't
15 employed there, but you never saw Jamahl and his mother move in
16 in 2021, correct?

17 A I would not have been there, no, sir.

18 Q You never went in his room when he had his personal
19 belongings in there, did you?

20 A Rephrase your question.

21 Q You never went into Jamahl's unit, 3007A, when he had any
22 of his personal property in there, did you?

23 A No, I did not.

24 Q Alright. You never saw any of his personal property other
25 than the few items that were placed on the floor which you took

1 a photograph, or somebody took a photograph of what we looked
2 at earlier, right?

3 A That is correct.

4 Q And just to be clear, you said Ashanti told you she was
5 sitting on a golf cart, and you only after the fact learned
6 that that wasn't true, is that right?

7 A That is correct.

8 Q You said that was what, a week later?

9 A About two and a half, almost three weeks later.

10 Q Three weeks later?

11 A Yes.

12 Q But you authored this report on the 7th, right?

13 A That is correct.

14 Q Alright. Let me ask you if you would, actually, let me
15 change exhibits here real quick. So your report on page 2
16 includes this Teams message, correct? Look at the exhibit 10
17 that I gave you. You see on page 2 the screenshot of that
18 Teams message?

19 A Got it, yes, I do.

20 Q Alright. You can look there, or you can read it there, or
21 you can read it on the screen. What is Ashanti's message on
22 this Teams message?

23 A He was not marked as renewed on me and Carlton's list the
24 day we went in.

25 Q What does that mean to you?

1 A That he could have been listed as needing to vacate which
2 would make sense since he was in renewal transfer status.

3 Q Okay. So he was in renewal transfer status?

4 A At one point in time he was. It wasn't until he came back
5 at the beginning of July and indicated he did not want to
6 transfer any longer that he then canceled his renewal transfer
7 lease and signed the updated lease contract that you provided
8 as your exhibit which was signed on July 7th. At that time, he
9 decided to remain in his unit, 3007A.

10 Q Okay. Let's go back to my original question, though. You
11 just told me that Ashanti didn't tell you that she left the
12 golf cart until two and a half or three weeks later, right?

13 A Correct.

14 Q But going back and reading this message, that was authored
15 in your report on August the 7th, tell me what you mean, think
16 Ashanti means when she says the day that Carlton and I, we went
17 in, went into where?

18 A That would be a question for Ashanti ---

19 Q Alright.

20 A --- I don't read minds.

21 Q I'm asking you what you think when she said we went in,
22 let's give the whole context of this Teams message. In fact,
23 let's start off with what Chris says at the beginning of this
24 Teams message, you were a party to this Teams message, right?

25 A I believe, yeah.

1 Q Alright. So when Chris Lewis says he is a renewal, not a
2 transfer renewal, but a renewal, but he walked in his unit
3 today, it's trashed out, all his belongings are gone, I need
4 some kind of help from you all while Katie and Rachelle are
5 working on FASs. Please don't speak, just type if you have
6 information, he is in the office, he is renewed in the system,
7 do we have his belongings. This is your August 7th report, you
8 understand the context of this Teams message now from
9 Christopher Lewis?

10 A Yes.

11 Q Alright. So then when Ashanti, and I think, did you reply
12 to this? Aren't you involved in this Teams message?

13 A I am. The inspection in the Cayce apartment was in good
14 condition, and no trash out.

15 Q Okay. So that's your message?

16 A Correct.

17 Q 6:21 pm on the 7th. So again, when Ashanti replies to you
18 and says the day we went in, did you not believe that that
19 means Ashanti's telling you right then and there that she went
20 into Jamahl's unit, or do you think ---

21 A No.

22 Q You don't think that?

23 A I do not. Because under the conversation that we had had
24 previously, she stated that she was on the golf cart and other
25 people had come to me on July 25th complaining that Ashanti was

1 not going into units, that she was sitting on the golf cart,
2 and she was on her phone for the entire day. So based on
3 multiple people seeing her on a golf cart and based on her own
4 reports to me and Carlton's reports to me she never left the
5 golf cart. So I had no reason to dig into what she meant by we
6 went in.

7 Q So do you see how a reasonable person could interpret that
8 to mean that she went into Jamahl's apartment?

9 A I can see how in this instance you're interpreting that,
10 yes.

11 Q Okay. We'll just agree to disagree then, thank you.
12 Now, you had said that within 15 minutes, there was a text
13 message, I'll put that up on the screen. This is from
14 Rachelle to Carlton, right? Do you remember this text
15 message?

16 A Yes, I do.

17 Q This was in 15 minutes of you asking Rachelle to ask
18 Carlton where the property was?

19 A I did ask Ms. Rachelle if she would be comfortable texting
20 Carlton to see if he had possession of those items.

21 Q And Carlton says, yeah, I'll bring it in a minute?

22 A Yes. And then within 15 minutes he had it ---

23 Q And that was the same tone of a person who willfully and
24 vehemently, flagrantly defied all policies and procedures and
25 went and stole outright to the point he's now fired, personal

1 property out of Jamahl's unit when he says, yeah, I'll bring it
2 in a minute?

3 A I think it's easy for you to jump to that conclusion when
4 you have no experience, and you have not spoken to him
5 yourself.

6 Q You're right, he's not here today.

7 A Not by my choice.

8 Q You did offer to terminate the lease for Mr. Postell,
9 though, right?

10 A Multiple times.

11 Q You think that would have been a good remedy?

12 A No. I think we needed to pay him and that's why I was
13 asking so intentionally for the receipts so that we could in
14 fact pay him. And that's the entire purpose of today, all that
15 I needed, all that Campus Advantage needed were the receipts.
16 We received the list of items; we never received the receipts.
17 And even when I replied to your initial email I asked for the
18 receipts and I to this day have never received, even when I was
19 working with Campus Advantage, no receipts were turned in. So
20 this could have been paid out much earlier.

21 Q Do you recall what your answer was in your deposition when
22 I asked you what exactly happened, how this all went down? Do
23 you remember what your answer was?

24 A I think it was something to the effect that a rogue
25 employee went into someone's apartment and deliberately removed

1 items that he did not have permission to remove and ultimately
2 stole.

3 Q Now, let's see if we can find that. So how about read for
4 the jury, I guess, here's my question, oh, I kind of want to
5 hear your testimony, what I'm asking you at the trial how this
6 happened, what would be your answer. If you would, just read
7 that answer to the jury.

8 A That an employee disregarded all policies, all directives,
9 entered into a unit and ultimately stole belonging, belongings
10 that he should have had no reason to be in, he had no approval
11 to be in and he took it upon himself and his own freewill to
12 disregard all directions, all rules, all regulations that were
13 explicitly outlined and detailed for the sake of self-
14 gratification on his own part.

15 Q And I asked you the name of that employee and your answer
16 was I don't recall? After you spent all these copious hours
17 working on this report and then ultimately firing somebody and
18 you don't remember that?

19 A In that moment I just finished answering a question.
20 I'm sorry that my brain doesn't work in a way that allows
21 you to ask questions and get the answer you want
22 immediately.

23 Q Ms. Floyd, how many people got fired after this?

24 A My understanding is one person was terminated as a result
25 of this investigation.

1 Q How many people didn't follow the policies and procedures
2 that were, should have been, disregarded all directions, all
3 rules, all regulations that were explicitly outlined and
4 detailed for the sake of self-gratification? How many people
5 sat through that meeting and heard all this and then still
6 disregarded policies and procedures?

7 A Based on your question only one person did and his name is
8 Carlton Brown.

9 Q Alright. How many people disregarded any types of
10 policies or procedures?

11 A That's a vague question.

12 Q Trinita entered into the apartment, right?

13 A Into which apartment?

14 Q Mr. Postell's.

15 A That was, I believe that there was still a vacant unit
16 with a bedroom inside that apartment, I think 3007 would have
17 been ---

18 Q So three days later when they trashed it out against
19 policy when it was Myra Salters, Trinita Geathers, and the,
20 Ashanti again on July 28th? I think later you say that was
21 also disregarding all policies, they didn't get fired either,
22 though, right?

23 A So you're misapplying a couple of different ---

24 Q Okay. Well, please explain it to me.

25 A So going back to the process of turn, the turn

1 board indicates whether or not a unit is fully vacant, is
2 partially vacant, meaning that at least one person inside the
3 unit has vacated or it could be fully renewed. Fully renewed
4 we do not touch. I believe going off of memory that 3007, the
5 unit in question, would have been identified as what we call a
6 partially occupied unit, a partial common, meaning that we
7 would go inside the apartment. And we would check on the
8 common areas and make sure that everything has been turned, is
9 handled. And based on the timeline of everything, since we
10 were not notified by Carlton that there appeared to be stuff
11 inside the apartment on the 27th or the 28th, things would not
12 have changed, we wouldn't have known to fix it because we were
13 not told that there was an issue. Regardless, though, my
14 understanding is, going off of memory, that it was a partially
15 occupied unit. So the team that went into 3007 still went into
16 the unit because it would have been considered a partially
17 vacated unit, so they had a reason to be in there. So your
18 question about no one else being terminated because they went
19 into 3007 would not apply because it's still a unit that needed
20 us to go into it, maybe not necessarily 3007A, but 3007 would
21 have been marked as a partially vacant so we would have been
22 going in under the correct direction. The issue was that they
23 were not confirming photos being taken of items left in the
24 unit if there were any items left in the unit.

25 Q Alright. So I'm going to bring you back to your

1 report. If you'd like, you can pick that up again, I handed it
2 to you earlier. And I'm just going to ask you three,
3 paragraph, I think it's two pulled up. This is your report
4 again. It says Mike, Trinita, Carlton and Ashanti disregarded
5 this directive and trashed out units anyways, they were told
6 three times each to stop trashing out units since that was not
7 the focus for the day. This is your report, correct?

8 A That is.

9 Q These four individuals submitted inspection reports
10 claiming that the units had no issues, including 3007A. So
11 again, how many employees got fired after this?

12 A Just the one responsible for stealing from a resident, so
13 one.

14 Q So it's okay that a bunch of people didn't follow
15 policies, only the person who you deemed stole it was the one
16 that got fired?

17 A That's a question for human resources, not for
18 me.

19 Q The person who you texted, or you had Rachelle text, he
20 said sure I'll bring it right back. Okay. I'm going to take
21 you to the bottom of page 2, right below the screen shot where
22 you just talked about, this is in your report, it says once in
23 the tower I discovered that none of the missing items were
24 there and that it appeared that some of the bag and tag items
25 from other units were no longer inside the tower either. What

1 other units had bag and tag items that you discovered missing
2 as well?

3 A I don't have that list in front of me, I can't remember.

4 Q Okay. Then let's go back to that question I asked you
5 earlier about when we served discovery responses and I asked
6 you to produce any and all other instances of property that had
7 been missing from tenants around the same time, where would
8 that list be? Did you hand over to your attorney another list
9 of other personal property?

10 A I did not because we were able to locate the items in the
11 secondary storage facility.

12 Q Alright. So then let's explain that again. Once at the
13 tower, I discovered that none of the missing items were there,
14 this would be Jamahl's, and that it appeared some of the bag
15 and tag items from other units were no longer inside the tower
16 either. So there were other units that had missed property,
17 lost property?

18 A There were units that had bag and tagged items that were
19 stored in the secondary storage facility.

20 Q Why didn't that make it into your report?

21 A Because the report was about 3007A.

22 Q They were supposed to take photographs when they did
23 inspections if there's any property behind, correct?

24 A Correct.

25 Q Ashanti did not take a photograph nor did Carlton?

1 A Based on the report, that is correct.

2 Q Okay. Now, were you in the meeting, I guess you were
3 because this is in your report, Carlton tells you that he
4 shouldn't be, well, I'll pull it up so we can look at it
5 together. Alright. I'm on now page 4 of your report, you can
6 look at it on the screen or you can turn to it. This is
7 paragraph, subparagraph F, little i, i, i's, and I'll put this
8 little laser pointer on here, it says Carlton believes he
9 shouldn't be fired because I gave him a bad list of units.
10 This was you counseling Carlton or meeting with Carlton?

11 A This, I believe it was a counseling, I think this was when
12 he was actually being terminated, I'm sorry, no, this was
13 before his termination.

14 Q This is part of your report that you authored and sent on
15 2 pm of August 7th.

16 A Yes. I corrected myself.

17 Q Carlton became visibly irate, and Mike began to explain to
18 Carlton, so Mike's in the room with you too?

19 A Yes, as previously stated.

20 Q And Mike explains that Carlton did nothing wrong because
21 Carlton called Mike to confirm the trash out procedures. You
22 were told that?

23 A By Mike, yes.

24 Q So Mike said don't fire Carlton because I told him he
25 could do that, I'm his supervisor?

1 A Correct.

2 Q And you didn't think it was worth firing Mike?

3 A That's not at all what I said.

4 Q Okay. What did you say?

5 A I said that HR came back and gave approval to terminate
6 the person who went into a unit and stole someone's personal
7 belongings for their own personal gain and self-gratification,
8 that was the approval that I received.

9 Q But he brought the items back, right?

10 A I'm sorry.

11 Q Carlton brought the items back?

12 A After he was found out, yes.

13 Q Did Carlton ever sign any admission of guilt or tell you
14 I'm so sorry I stole these items?

15 A No, he said something a bit more vulgar to me.

16 Q Okay.

17 MR. LYLE: Beg the Court's indulgence just one
18 moment.

19 THE COURT: Take your time, please. Mr. Lyle, I
20 think, you take your time, I'm going to give the jury about a
21 10 minute break.

22 MR. LYLE: That's fine, Your Honor.

23 THE COURT: You take your time and then if you have
24 more questions, that's fine, if not, jury's reminded not to
25 discuss this case among yourselves until we get back.

1 (Jury exiting the Courtroom.)

2 (Off the record.)

3 THE COURT: Let me advise you of something. After we
4 broke for lunch, and both of you had left the Courtroom, I got
5 a note from a juror, we tried to come back in and talk to you
6 about it, you weren't here, the juror wanted to know if he
7 could go to the pharmacy and pick up a prescription, so I let
8 him go, but I needed to just tell you that. Does that make
9 sense? So of course had they been in the middle of
10 deliberations it would have been different but they were just
11 back there eating lunch. So we let him go to the pharmacy and
12 he came back on time.

13 (Whereupon a jury note was submitted as Court's Exhibit
14 Number 1 for identification and entered evidence.)

15 MR. LYLE: Your Honor, that is perfectly fine.

16 THE COURT: But because there was a note, I needed to
17 tell you of that.

18 MR. VANDENBERG: Okay. Thank you.

19 MR. LYLE: Yeah, that's fine.

20 THE COURT: Where ---

21 MR. LYLE: I've got two or three more questions then
22 I'm done.

23 THE COURT: That's fine. I'm not trying to, the one
24 thing about me and probably this is a complaint, I'm going to
25 let everybody try their case, I'm not going to cut anybody off.

1 All of you that waited a year and a half, two years to get
2 here, I want you to have full opportunity to try the case.
3 But I do not believe that we're going to get through today.
4 So we probably need to, well, we'll talk about that
5 eventually.

6 MR. VANDENBERG: Thank you.

7 MR. LYLE: We're ready, Judge.

8 CLERK: You want the jury?

9 THE COURT: Yes, please.

10 (Jury entering Courtroom.)

11 BAILIFF: Jury's seated, Your Honor.

12 THE COURT: Thank you. Yes, sir.

13 MR. LYLE: Thank you, Your Honor, just briefly, and
14 I'll wrap up here in just a second.

15 Q Ms. Floyd, just a few final questions. I'm going to put
16 back on my screen an email, this is exhibit 7. Do you remember
17 writing this email?

18 A Yes, I do.

19 Q Okay. Can you help me understand where in here you
20 explained to Ms. Shawndolena Arnold that it would take two
21 weeks or whatever the logistics were in order to order a check,
22 or do you think you recall telling her that it would be two
23 weeks?

24 A That would have been a verbal conversation.

25 Q Right. So what did you tell her verbally?

1 A That it would take a minimum of seven days in order for us
2 to process it and that's after the vendor has already been
3 added to the system. Before we could even do that, we would
4 have to add the vendor which could take a couple of business
5 days and given the fact that we were in the middle of turn it
6 would probably take anywhere from two weeks to 30 days because
7 of where we were at.

8 Q There's no way to rush that up even though this kid had
9 all of his personal property taken?

10 A Had I had receipts they could have had it rushed, yes.

11 Q Where did you say in this email that you needed receipts?

12 A It was discussed on the phone call after Mr. Postell's
13 mother offered to provide them, I state we would need those.

14 Q You don't think that's something important to put in
15 writing when you wrote an email saying yeah, we lost your
16 stuff?

17 A Given the urgency that I needed to get back to my other
18 responsibilities and duties, there are some things that did not
19 get included. As you can see by my other emails, I'm very
20 wordy and I'm very lengthy ---

21 Q It's not important enough for you is what you're
22 saying?

23 A That's your words, those are your words.

24 Q Alright. Just finally, let me ask you this, I'm not sure
25 what your answer would be, do you have receipts for the clothes

1 that you bought one year ago, two years ago, three years ago,
2 or four years ago, do you?

3 A So you're talking to somebody ---

4 MR. VANDENBERG: Objection. What's the relevance.

5 THE COURT: I'm sorry ---

6 MR. LYLE: There's a lot of relevance, she's, Your
7 Honor, she's questioning ---

8 THE COURT: Mr. Lyle, hold on, sir?

9 MR. VANDENBERG: Asking what the relevance of this
10 question is.

11 THE COURT: Okay. Sir, please?

12 MR. LYLE: Yeah. The relevance is that she's
13 challenging the integrity of the list of items based on the
14 failure to have receipts. Mr. Postell testified earlier that
15 he took everything with him he collected in his life,
16 essentially, so I'm asking ---

17 THE COURT: Objection overruled. This is cross
18 examination, please continue.

19 Q Ms. Floyd, please tell me or tell the jury, do you
20 have receipts for the clothes that you bought four years
21 ago?

22 A Yes, I do.

23 Q You do?

24 A I do.

25 Q You think that's reasonable, or do you think it's

1 very uncommon for people who save receipts to their clothes
2 they bought four years ago?

3 A That's not a fair question. It's very able, like able
4 person in nature, so it's not a fair question.

5 Q So it's only for able persons who can save receipts?

6 A I'm saying that people who don't have diagnosed
7 conditions, I'm sure that it would sound crazy ---

8 Q Okay.

9 A --- for them to do that. For other people, that's not
10 necessarily crazy, that's their normal.

11 Q Do you have receipts for items that were gifted to you or
12 given to you by a family member?

13 A I do not, but I do confirm with them the estimated amounts
14 because I do have a renter's insurance policy and it does
15 include a portion that will cover personal belongings with
16 that, so I need to keep a running total of that so I can make
17 an adjustment to my renter's insurance policy if I end up going
18 over that amount.

19 Q Christmas must be fun, excuse me. So when you get a
20 Christmas or birthday gift, you ask them to tell you the values
21 so you can update your policy?

22 A As an adult, knowing that I buy expensive things and
23 expensive things are purchased for me, yes, I do.

24 Q Alright. One final question, Ms. Floyd. If your whole
25 room and everything you had was taken from you with zero

1 notice, no warning coming whatsoever, you just walk home one
2 day and everything's gone, how long would it take you to come
3 up with an extensive list of everything you're missing?

4 A For me, no more than 24 hours.

5 Q Okay.

6 A But I'm not the one who ---

7 MR. LYLE: I have no further questions, Your Honor,
8 thank you.

9 THE COURT: Yes, sir. Any redirect?

10 MR. VANDENBERG: Yes, Your Honor.

11 **REDIRECT EXAMINATION**

12 BY MR. VANDENBERG:

13 Q Can you find in your stack, I just want to draw your
14 attention back to what we've marked as Defense Exhibit Number
15 10. Let me know when you find that.

16 A Yes, sir.

17 Q If you can flip, I'm not sure what, it's easier if you
18 find, see the reference in the bottom right, if you'll turn to
19 what's marked as Postell 0026.

20 A I'm there.

21 Q And so it's, sorry. So the formatting of this is off, but
22 if you, if you look at the following page, so it's the way
23 these, in this document these emails appear as the oldest
24 further on in the document, so if you flip to page 27, Postell
25 0027 and at the bottom of Postell 0026, there's an email that's

1 dated August 22nd, 3:44 pm, it's from Shawndolena Arnold
2 addressed to you, Christopher, and Mr. Postell is also copied
3 on that email. And then if flip into Postell 0027, you can see
4 the text of that email. And this is August the 22nd, 3:44, and
5 this is after, if you now flip to the Postell 0024 which is
6 actually a little bit earlier, so it's, we've got a series of
7 documents here, that's the one you read a few minutes ago where
8 the spreadsheet, the claims spreadsheet was attached, that
9 spreadsheet?

10 A Correct.

11 Q So subsequent to that, there's this email from Mrs.
12 Postell at 3:44 pm, same day, and the text of that, ultimately
13 this is what I want to get to is the text on Postell 0027. And
14 you see what I'm referencing?

15 A On 0027.

16 Q Yes. Okay. So if you could just review that and just
17 describe what your seeing. So this is an email from,
18 subsequent to the sending of this spreadsheet from Mrs. Postell
19 to you and Christopher copying Mr. Postell, particularly, the
20 third paragraph.

21 A So in the third paragraph, Mr. Postell's mother was
22 indicating that she had called the office on the 18th and she
23 had requested to be given a return call, that receptionist, in
24 that conversation with the receptionist, they indicated that I
25 would give her a call back or an email by the end of the

1 day. On the 22nd she claims that no one had responded to
2 her calls or to her emails since that Thursday and she
3 stated this is a very painful situation for my son and
4 myself.

5 Q Okay. And then now if you'll flip to the previous page to
6 Postell 0026, your response following the August, Tuesday,
7 August 23rd, 4:55 pm, and if you could just read for the jury,
8 the text of your message.

9 A So I thanked her for sending over the information and
10 indicated that I had forwarded it to my regional manager for
11 review to make sure there were no additional questions,
12 anything along those lines. I then said once I have additional
13 information on next steps, or what to expect I can let you know
14 the status or update on this. Moving forward I do request that
15 this be handled in written communication only to allow both of
16 us to have a written record of what is discussed and
17 communicated. Please let me know if there are any additional
18 questions.

19 Q So the reason I ask and draw your attention to this is,
20 you know, just in light of the, you know, Mr. Lyle's cross
21 examination. And so at this point in your discussions with
22 Mrs. Arnold, had, you know, I guess they continued to sour,
23 so it appears that she's frustrated, would that be a fair
24 word?

25 A Understandably, yes.

1 Q And so you're trying to get, I guess, what would be your
2 words as far as what you're trying to do as far as your role as
3 the general manager?

4 A My role is ultimately to make sure that this situation got
5 handled within the parameters that I could work within. So in
6 my communication with her both, especially verbally, it was
7 always to listen to her frustrations, listen to the concerns
8 that she was expressing and make sure that during that she
9 understood that I was listening. Mr. Postell, the resident,
10 when he would talk to me, you know, shared similar
11 frustrations, but the conversations with his mother were of me
12 listening and answering any questions that she may ask and just
13 making sure that I effectively communicated her needs and her
14 concerns to my supervisor and to my employer to make sure that
15 we could right this situation. And the feedback as the
16 property manager, you know, you're advocating for both, both
17 the resident and guarantor in this situation, but you're also
18 having to advocate for your employer. We couldn't just
19 blanketly cut a 20, \$25,000.00 check without receipts because
20 when the IRS comes in and audits the business, we have to be
21 able to explain what's going on. And even in those
22 conversations explaining to them we have to have the receipts
23 there was never any indication that the receipts were not in
24 possession, again, there were comments about how she could use,
25 she thinks that she has some credit cards that go back that

1 far, that she could have compared that to which would have been
2 a completely acceptable form of receipt. So as a property
3 manager, you are, for lack of a better phrase, an oreo where
4 you're sandwiched between advocating for this situation but
5 balancing it from your employer's scenario. And so you're
6 doing the best you can with both needs needing to be met and
7 unfortunately there was a delay in getting money paid out
8 because we had to have certain, we had to have certain things
9 in place. And that wasn't provided to us by the resident, and
10 it wasn't provided to us by his mother, and it wasn't provided
11 to us when he retained an attorney. So that's, as a property
12 manager, that's where your position is, balancing the need of
13 the resident in their situation as well as the need of the
14 employer and what they're wanting from you.

15 Q And so I want to ask you, back to the question of the
16 list. So I didn't really get into the list and the allegations
17 about the list, but I want to spend a few minutes talking about
18 the list. So I believe, what is your understanding of these
19 various references to the list?

20 A My understanding is that she was referring back to the
21 Excel spreadsheet that to my understanding the mother put
22 together. It's also my understanding that Mr. Postell assisted
23 in that, but I believe that there's some text messages where he
24 said he would handle it between him and his mother. So I don't
25 know who said what, I don't know who gave the quantities, I

1 don't know who said that there were pants here versus pants
2 there. I'm not sure as to who constructed it, but my
3 understanding when she references the list is the list that she
4 put together specifically because she said that she was taking
5 on that responsibility.

6 Q And then, one final question about the different lists in
7 the context of turn. So we heard references to turn lists, the
8 various people that received, what is your understanding of
9 that, what that turn list is?

10 A So the turn list is just a printout for every single unit
11 on the property, what their indicated status is, vacant,
12 occupied, what the common area status is, partially occupied
13 common, fully vacant common area, and each day that list gets
14 printed out based on what gets done the day before. And so
15 you're working through it, vendors are then given those lists
16 and vendors are right onsite to help with that. Each person,
17 each group is given a different list, so the maintenance list
18 is going to be different with different due dates than what
19 your painters list would look like. That doesn't mean that
20 those are siloed lists meaning that maintenance would never go
21 into a room that's being painted, it's just the pacing that is
22 being set with the vendors.

23 Q And so, just to clarify again, and so this list is not a
24 product, not a printout, etcetera from RealPage?

25 A Correct. It is, it has nothing to do with RealPage

1 with the exception of the person sitting behind the computer
2 moving information from RealPage, this screen, and putting it
3 into this spreadsheet on that screen.

4 Q And so, and we're talking about the turn board in
5 SharePoint where all this information is housed?

6 A Correct.

7 Q And so the turn board, and again, backing up to your
8 arrival on July 5th, leading up to July 25th, your testimony
9 has been that you had no cause or concern about the integrity
10 of the data in, on the turn list at The Rowan?

11 A Correct.

12 Q Starting the morning of turn, July 25th, as you started to
13 receive feedback, the information that was on the turn board,
14 on the list, that was the first time that you started to become
15 concerned about the integrity of that data on the turn list?

16 A That is correct.

17 Q And the maintenance list, I guess, the various, so is, is
18 the maintenance list a different SharePoint, is that part of
19 turn board, the turn board document?

20 A Yes. It is a separate tab, and it's, if you think about
21 the stages of getting a unit ready, the maintenance portion
22 comes after the move out or the occupancy inspection and
23 depending on that outcome, there's a second step that takes
24 place at the move out inspection which is what we call a trash
25 out process. And then the third step would be the maintenance

1 process. So each day there are different lists that are
2 getting printed, it is all housed in the same Excel
3 spreadsheet, but it's different tabs that you're pulling the
4 information from. All of that information requires you, the
5 person sitting behind the computer, to go in and input the
6 information.

7 Q So as these various references to, you know, the list that
8 I received was, had this information on it, so the teams were
9 handed, were they handed the entire list of all 1002 bedspaces
10 or was it based on the teams?

11 A It was based on the teams and then it was also broken into
12 occupied units, like partially occupied units when we're not
13 going into fully occupied, what's called a fully renewed unit,
14 we're going into partially occupieds and we're going into fully
15 vacant units. And so you're checking occupancy on one list and
16 you're doing inspections from the other list. It has the same
17 information, I just decided to print it out on both and title
18 the names of the sheets differently. So it's two different
19 lists, but they're only getting one based on the unit numbers
20 that they were assigned to in their team.

21 Q So as part of the, you know, what was expressed on July
22 17th during the pre-turn meeting, July 24th, the day before the
23 actual first day of turn, July 25th and then over the course of
24 the day on July 25th where the instruction was reiterated by
25 yourself, by Nick Hooser to not do, you know, no trash outs,

1 the only thing we're doing are the verifying, you know, the
2 leasing status of these units?

3 A Correct.

4 Q And so if an employee, you know, such as, you know, I
5 think there was what Mr. Lyle showed you were these various
6 passages where an employee said, well, you know, you're the one
7 that gave me the list. Do you recall seeing those passages?

8 A I do recall, yes, sir.

9 Q So even though they were given the list by you, they still
10 had the instruction that no trash outs were to have taken place
11 on this day?

12 A Correct. It was heavily emphasized by multiple people
13 that they were not to do anything that even looked like or
14 resembled a trash out meaning that they were not to remove
15 anything from an apartment. Just to be very clear on that.

16 Q Okay. Thank you.

17 MR. VANDENBERG: Your Honor, no further questions.

18 MR. LYLE: Nothing from us, Judge, thank you.

19 THE COURT: You may step down.

20 MS. FLOYD: Am I free to go, go?

21 THE COURT: Does anybody need her any further?

22 MR. VANDENBERG: No.

23 MR. LYLE: No. Ready for the Defendant's next
24 witness.

25 THE COURT: Yes, ma'am, you are. Thank you so much.

1 MR. VANDENBERG: Your Honor?

2 THE COURT: Yes, sir?

3 MR. VANDENBERG: May Mr. Lyle and I approach, Your
4 Honor?

5 THE COURT: Of course.

6 (Off the record.)

7 THE COURT: Ladies and gentlemen of the jury, we're
8 going to ask you to retire to your room and I will send word in
9 about 15 minutes whether we can go for today. I know I may
10 have told you this case, in the beginning this case may end
11 today, it's going to have to go into tomorrow. But you retire
12 for about 15 minutes, I'll be sending word through the bailiff
13 whether you can leave for the day. Please no discussions about
14 this case, no deliberating, do no research, no nothing. Thank
15 you.

16 (Jury exiting Courtroom.)

17 THE COURT: I do want to hear from you, but the first
18 thing that I want to take up is the inattentive juror. Now,
19 today it did not appear to me that he was drifting off. So I
20 could be wrong about yesterday. I could bring him in and
21 question him about yesterday, but my concern is I don't want
22 him to take any offense as to either party if I decide to keep
23 him. He seemed to do okay today and he may have not been
24 sleeping, but I'm happy, whatever you want me to do. If you
25 want to bring him out here and question him about tomorrow, I'm

1 happy to do that. Given what I saw today, I'm happy with just
2 leaving him.

3 MR. LYLE: Judge, I would prefer you not bring him
4 out and question him. I'm good with leaving him or excusing
5 him either way, but my only request would be that you don't
6 individually single him out and ask him questions because he
7 might impute that on one of the two parties.

8 MR. VANDENBERG: I agree. Questioning him in person,
9 my concern is it seems like that portion of the day that maybe
10 he was tuning out was when, you know, I was standing up here
11 talking, so I would feel, you know, I think I would lean
12 towards excusing him as a juror ---

13 MR. LYLE: We're fine with that, Judge, one less
14 issue.

15 THE COURT: I think it is appropriate to just excuse
16 him, given the, even though he seemed to do okay today, I'm
17 afraid that he did zone out on yesterday.

18 MR. LYLE: That's fine with us, Judge.

19 MR. VANDENBERG: Thank you.

20 THE COURT: Now, I want to make sure I've got the
21 right juror, it's 268. It's juror 268?

22 CLERK: Yes, Your Honor.

23 THE COURT: Now, so I think what we'll do is hear
24 your motions. Do we have a telephone number for 268?

25 CLERK: Yes, Your Honor.

1 THE COURT: Okay. Let's just let him go home and we
2 can call him, and I'll decide how to handle that. Just call
3 him and tell him not to come in tomorrow, but yes, sir, we can
4 let him go. Yes, sir, if you'll let the jury go for today.
5 I'd like to have them back, you've got to have an opportunity
6 to get me something, right? Do you think you can have me
7 something first thing in the morning?

8 MR. VANDENBERG: Yes, Your Honor.

9 THE COURT: Okay. Let's have them back at 9:30.
10 Alright. Again, just for the record, based on my observations
11 yesterday and discussing with counsel, we're going to excuse
12 juror number 268. I will get with the clerk's office and call
13 him so he does not report. And hopefully we'll make it through
14 and only have to use one alternate tomorrow for whenever we
15 begin deliberations. Yes, sir, happy to hear from you.

16 MR. VANDENBERG: Yes, thank you, Your Honor. So we
17 didn't rise to raise a motion for directed verdict on several
18 of the Plaintiff's claims. I would like to revisit the unfair
19 trade practice, I know you ruled on that yesterday, but in
20 light of today's testimony I'd like to come back to that
21 eventually. But I'd like to deal with a couple of these others
22 first which in my estimation I think they're easier to attend
23 to. So the first one is the claim for ouster, especially after
24 I read Mr. Lyle's respective juror charge. And so the law is,
25 and I know this has come up when we filed our motion for

1 summary judgment, we addressed it at that point in time, prior
2 to that we addressed it in our responsive pleading. So ouster
3 in this case, the law doesn't apply to personal property as it
4 would be suggested. I think in his response to his responsive
5 brief to our motion for summary judgment, he raised the
6 possibility of constructive ouster in relation, so depriving
7 him of his, allegedly depriving him of his personal property
8 was constructive ouster. Now, there is, constructive ouster
9 does exist, but the constructive ouster means, Your Honor, in
10 my understanding at least is that if you have a situation where
11 you have like roommates who live in, you know, a unit, you
12 know, share a space, so unlike, certainly unlike, you know, The
13 Rowan where you have your individual bedspaces, but, you know,
14 but most people wouldn't refer to them as an apartment unit.
15 And if one of those, you know, co-tenants on the lease takes
16 upon him or herself to, you know, prevent someone who is
17 equally entitled to share that space from inhabiting that
18 space, so they change the locks, and this happens, I mean,
19 that's why we have constructive ouster. It's not the landlord
20 who is doing this but it's, you know, one of the persons who is
21 similarly entitled to share that space, and so, but again ---

22 THE COURT: In constructive ouster, you're talking
23 about some living space ---

24 MR. VANDENBERG: Exactly. So and that's what
25 ouster's about, I mean, and so in the context of the house

1 envision of the Landlord Tenant Act, it is the landlord taking,
2 you know, some action to prevent the tenant from occupying this
3 space. And it's not, you know, it has nothing to do with
4 personal property. So the landlord in this context who is
5 changing locks, I'm sure there's a long list of scenarios what
6 the landlord might do to keep the resident who is legally
7 entitled to that space, they have a valid lease, they have the
8 keys, you know, at least they think they have the keys, they
9 have a valid lease that entitles them to that space for a
10 period of time. The other scenario envisioned by the Landlord
11 Tenant Act is the denial of essential services. The denial of
12 essential services, also if that is the case and, I mean, it's
13 substantiated, that might also lead to an essential act. You
14 know, essential services is defined by statute, so... And if I
15 could find the cites, so it's 27-40-2010-17 and essential
16 services are, means sanitary plumbing or sewer services,
17 electricity, gas where it is used for heat, hot water, or
18 cooking, running water and reasonable amounts of hot water and
19 heat except for the building that includes the dwelling, and it
20 is not required by law to be equipped for that purpose. So in
21 this situation it's like if my client had, you know, cut power
22 to the unit or they, you know, they were required wherever they
23 were living, sometimes air conditioning is required, it just
24 depends on the state and whether the, actually the landlord
25 makes that a condition of the lease term, the lease actually

1 required air conditioning. That's not the case here, Your
2 Honor. So what we would argue just the claim itself absent any
3 testimony, any evidence supporting that claim that ouster does
4 not apply in this situation. In addition to that, we heard no
5 evidence that would support ouster as a claim, so there was no
6 testimony that, other than just this issue with personal
7 property which is why I think that there is, you know, that's
8 the effort in this jury charge now to raise that as even though
9 that's not the law, but raise, you know, the prospect of
10 denying one, you know, allegedly this, of course, on the
11 property that that entitled or that led to the effective ouster
12 or constructive ouster of, from his unit. So that's, that's
13 all I have to say about that. I think maybe it makes more
14 sense to go through each.

15 THE COURT: I'd like to hear Mr. Lyle's response.

16 MR. LYLE: Very briefly, Your Honor. As Your Honor
17 is aware, there was no motion raised on this issue after the
18 Plaintiff rested, but for arguments sake, the burden is very
19 low, there just needs to be some evidence. And in this case I
20 think in my memorandum in opposition to his motion to dismiss
21 which was filed a long time ago, I cited the 1901 case, Sudduth
22 v. Sumeral, S-u-m-e-r-a-l, which is 61 S.C. 279, 39 S.E. 534,
23 again, that's a 1901 case, but it basically defines ouster as
24 putting one out of possession. And I would point to the
25 statute currently also that says if a landlord unlawfully

1 removes or excludes the tenant from the premises comma or
2 willfully diminishes services. And so the example would be if
3 they did nothing more with all of the services still running
4 but they changed the locks, you know? And so that's what the
5 constructive ouster is here is they didn't just take his
6 computer, they didn't just take his toothbrush, they cleaned
7 him out completely which is a very backhanded way of
8 essentially saying you're not staying here anymore, you know?
9 So I think there's enough for it to go to the jury to decide
10 whether or not that was a removal of the possession of. And so
11 again, if a law, landlord unlawfully removes or excludes the
12 tenant from the premises.

13 THE COURT: How does personal property fall within
14 the definition of premises?

15 MR. LYLE: Because it's the entirety, it's
16 everything, you would almost argue it's essential services, you
17 know? To say that you have all of the comforts you possibly
18 would need to have but then to say I'm not going to give you
19 the key to open the door and let you have them, it's the same
20 thing, we're just saying we took everything from you. So they
21 denied his possession of property by cleaning it out.

22 THE COURT: Okay. I'll have to think about that.
23 Yes, sir?

24 MR. VANDENBERG: Your Honor, so, I mean, the Landlord
25 Tenant Act which was enacted in South Carolina in 1986, you

1 know, was an effort by the legislature to kind of clean up, you
2 know, everything. And certainly, the case cited from 1901
3 would have been included in this effort. So any law from the
4 common law or statutory law prior to that point in time, you
5 know, would have been contemplated and considered by the
6 legislature. It doesn't mean that there are not elements that
7 still influence that, but that was the effort by the
8 legislature to identify precisely what this means in South
9 Carolina.

10 THE COURT: Mr. Lyle, anything else before we go to
11 the next motion?

12 MR. LYLE: Just again, there's not any question about
13 what was taken from him, all items were taken. In my
14 memorandum back when Judge Clifton Newman ruled on this, I
15 pointed out in the email from Katie Floyd that she just last
16 now talked about with me on my direct, or cross, all items from
17 unit 3007A were removed, by their admission, all items. So
18 they basically put him out without putting him out. And I
19 think there's enough for the jury, let, let Mr. VanDenBerg
20 argue that to the jury when he has his closing, when you're
21 reading the charges of the elements of that.

22 THE COURT: Isn't this part a matter of law? Help me
23 get to the point where removal of personal property equates to,
24 I got a case that says ouster deals with real property. How --

25 -

1 MR. LYLE: Well, they constructively made him not
2 have possession of the real property because they took a
3 hundred percent of all his things out of there. And the
4 circumstances are coming from Georgia to college when he had
5 nothing, they've taken him out of possession of it.

6 THE COURT: I will consider it. Thank you.

7 MR. LYLE: Thank you, Your Honor.

8 THE COURT: Yes, sir?

9 MR. VANDENBERG: So Your Honor, so the second claim
10 we would like to address is breach of contract. And so this
11 case, so the lease contract does not entitle, it's not about
12 personal property. So in this case, so it's the fact that
13 they, you know, the lease agreement, my clients' responsibility
14 was to provide, you know, the use of this space. And it's
15 actually, I mean, a lot of these are tied together and
16 certainly the use of this space is, as you're suggesting, it's
17 about real property, about his lease hold interest in unit
18 3007A for a set period of time. And in addition to that,
19 whatever amenities were described in the lease agreement, so if
20 there were furnishings that were provided as the case was here,
21 so you know, if there weren't the, you know, if he had shown up
22 in the unit and the desk had not have been there, well, that
23 would have, you know, they would have needed to cure that
24 defect. If his chair, you know, the chair that was provided
25 wasn't there, the bedspace wasn't provided there, those are,

1 you know, those are related to what this lease agreement would
2 entail, not, you know, nothing to do with personal property.
3 And so as far as breaching that lease agreement, you know, at
4 all points in time, you know, and this is why it's similar to,
5 what I'm saying is it's similar to the, also the ouster
6 argument is because other than the personal property that was
7 specifically identified and understood in that exchange of,
8 that bargained exchange between Mr. Postell and my client for
9 the use of that space for a set period of time, whatever
10 furnishings my client has offered as far as personal property
11 is concerned, and that's it. And as far as, as, you know, the,
12 you know, the damage, I guess, the, if without this claim, is
13 there still the possibility that Mr. Postell, if he is, based
14 on his alleged claims, can he still be made whole by one of
15 these other theories that were covered, and specifically
16 negligence. So are there, is there another avenue for
17 conversion, so is there still, if there is no breach of
18 contract, which I don't think that breach of contract applies,
19 but worst case scenario, if there, you know, if Your Honor, you
20 rule that, you know, that there is no breach of contract claim
21 as a matter of law, but the damages to, alleged damages if
22 they're proven would be satisfied by one of these other
23 theories that are outlined in their claim. So whether it's
24 conversion, whether it's negligence, Mr. Postell can still be
25 made whole if the jury decides in his favor from one of these

1 other claims.

2 THE COURT: Yes, sir?

3 MR. LYLE: Your Honor, there's like a 60 page lease
4 that I'm quite confident there are numerous sections in that
5 the jury can determine that The Rowan failed to perform on its
6 end, but that's very core issue, every contract is good faith
7 and fair dealing. It's not good faith and fair dealing when
8 you trash out a guy's place or not following your policies and
9 do that. There's also, I think it's in one of my proposed
10 charges I gave to you that there's the inclusion that every
11 contract required to follow every statute of law, you know,
12 every contract that's subject to all the state law which can be
13 applied to the contract and the words law lose part of the
14 contract whether the contract states it or not. I'm sorry.
15 And then I've listed three different code sections in the
16 Landlord Tenant Act, 27-40-660, 27-40-730, and 27-40-760 which
17 all deal with different areas in which The Rowan or Campus
18 Advantage failed to meet its burden under the statutes. And so
19 not only is it just plenty of evidence the jury can reach by
20 that 60 page lease, there's an admission by Katie Floyd that
21 they got rid of all his stuff. There's the implied contract of
22 good faith and fair dealing and then there's also the inclusion
23 that it's, all the other statutes that would be baked into that
24 contract. But again, it's a low burden, Judge, I think the
25 jury should be able to decide whether or not The Rowan

1 failed to meet its performance and the obligations of the
2 agreement.

3 THE COURT: Anything further?

4 MR. VANDENBERG: Yeah. So I think, so again as I, I
5 think overall in general, I think this case is about
6 negligence. I think, you know, that's what I really think we
7 should be discussing is, you know, the burden of proof, you
8 know, as far as the damages would be related to, you know, what
9 happened to his personal property. And so the, as far as the
10 lease, if I understand it just reading briefly through the jury
11 charge, I think that the damages that are contemplated, and I
12 think there's reference to what Mr. Postell had paid, or I
13 think his mother had paid six months in damages, so I think the
14 damages that they're contemplating here are for, you know, loss
15 of enjoyment for this space. So you know, you allegedly took
16 all my property, I wasn't able to use this space to its full
17 enjoyment, and so the judgement that I am seeking here is to,
18 for a refund for what I paid for rent. I may be
19 misunderstanding that, I'm just, you know, I only spent a few
20 minutes looking through this, but again, that's, that's what
21 we're talking about, you know, the use of that space, not the
22 use of the stuff. I think that the personal property which if,
23 if proven, would be covered if, at least in that regard, with
24 substantiating the conversion plan.

25 THE COURT: Well, I understand that. Let me

1 ask this. Mr. Lyle, I think articulates at minimum a landlord
2 has a duty to deal, not go into your property, not go into your
3 apartment and remove your personal property. Is that not a
4 breach of that lease? I realize it may constitute a
5 conversion, but I'm just talking about the lease now.

6 MR. VANDENBERG: Yeah.

7 THE COURT: Is there nothing within that lease that
8 creates some sort of duty on the landlord not to go into that
9 apartment uninvited?

10 MR. VANDENBERG: I think that there is, not in that
11 context, I think there are certainly factual situations where
12 there is, you know, maybe if it were, you know, some
13 maintenance requirement and the landlord entered, you know,
14 whether they entered as a right following the proper procedure
15 or having to do, and maybe there was an issue of timeliness and
16 there were damages that resulted. So one of the maintenance
17 personnel or these third party contractors had damaged the
18 tenant's belongings and maybe in that context there might have
19 been, but that's, and that's because we've seen that, I mean,
20 that's, those are just cases where, you know, that, I mean,
21 there's caselaw out there that show this. I think one of the
22 other concerns that we have is just about, you know, confusing
23 the jury, and so, and I know that's, Your Honor, that's your
24 responsibility, so I'm not trying to do your job for you, I'm
25 just trying to simplify things and thinking of this from the

1 jury's perspective where they're going to be looking at all
2 these various, and this is just what happens when you have, you
3 know, just a list of various claims that all kind of deal with
4 the same thing, and so how can we simplify that. And so that's
5 what I'm trying to do with this motion for directed verdict.

6 THE COURT: And I greatly appreciate that. Does
7 anybody have a copy of the lease that I can read over
8 that?

9 MR. VANDENBERG: Yes, Your Honor.

10 THE COURT: And y'all agree that it's the right
11 lease?

12 MR. LYLE: Well, Your Honor, that's an interesting
13 point. I hadn't really thought through it, but if we're going
14 to take this into tomorrow, I was going to consider revisiting
15 the discovery requests and responses because there have been
16 multiple instances of documents that were assured to me that
17 existed that have never been turned over to include this
18 transfer renewal lease that Ms. Floyd was very adamant about.
19 I've only ever been produced with one lease, and so I'm happy
20 to provide the one that was provided to me, but according to
21 his own property manager, there's numerous leases out
22 there.

23 MR. VANDENBERG: So can I just address that?

24 THE COURT: I'm not sure that you need to.

25 MR. VANDENBERG: Okay.

1 THE COURT: As I understand it, there was something
2 called a transfer lease and then Mr. Postell decided not to
3 transfer and he signed a lease for, what's the unit? 3700?

4 MR. VANDENBERG: Renewal lease for 3007A.

5 MR. LYLE: 3007A. Ms. Floyd, I thought was very
6 articulate that he had signed a transfer lease and then changed
7 his mind and signed a renewal lease.

8 THE COURT: And I'm fine with that, but explain to me
9 what's relevant about this transfer lease.

10 MR. LYLE: Because to the extent he truly transferred
11 it, that would at least be some evidence and say well maybe he
12 did leave his stuff behind rather than renew it. But the
13 renewal occurred back on July 6th. They went and trashed out
14 his room on July 25th, 19 days later.

15 THE COURT: After he had signed the lease to renew
16 that ---

17 MR. LYLE: To renew it. And the issue I took is that
18 she just identified a whole separate document that's never been
19 produced to me.

20 THE COURT: I understand, but I don't know what you
21 want with regard to that transfer lease, but I'm not inclined
22 to grant that. You got the renewal lease?

23 MR. VANDENBERG: Your Honor, I have in both leases
24 so, I mean, one's falling apart. Well, I offer it to you. The
25 only reason I say that is, is they're the same, they're just

1 different periods of time. If he'll accept it, the one I'm
2 giving you is ---

3 THE COURT: Mr. Lyle, which one are you alleging
4 breached, has been breached, which lease?

5 MR. LYLE: There's only one document that's ever been
6 produced to me, it's the January or the July 2022 lease that
7 was signed by Jamahl on July 6th of 2022 for the period of term
8 that encompasses when he came back home and all his stuff was
9 gone, there's only one document I've ever ---

10 THE COURT: That's the only lease that I want.

11 MR. VANDENBERG: Okay. So to speak to that, that is
12 patently false. We produced, I mean, I'm just, not that I need
13 to, but I'm just saying ---

14 THE COURT: I'm not going to entertain this about
15 this, make sure I got it right now. I got a lease that he
16 signed to renew his unit ---

17 MR. VANDENBERG: Yes.

18 THE COURT: --- then I got some kind of transfer
19 lease, is that right? And that's fine. Am I not correct that
20 there's another lease entitled transfer lease?

21 MR. LYLE: Your Honor, that was my point, I've never
22 heard that term, transfer lease, until Katie Floyd said it.

23 THE COURT: Right. But it came up and I agree with
24 you, if it exists, it should have been produced, but I'm not
25 sure that it's relevant to this case. All I'm concerned about

1 is the lease that you're alleging The Rowan has breached. What
2 lease is that?

3 MR. LYLE: That's the only one that I've got which is
4 the July of '22 through July of '23.

5 THE COURT: That's the only one that I want a copy
6 of. And I'm sorry, I don't know what the transfer lease could
7 mean for your case, you pled that he breached this. And are
8 you sure Mr. Lyle has seen that? If you're good with it, this
9 is the lease that he's alleging has been breached?

10 MR. LYLE: Is that the one that he signed July the
11 6th?

12 MR. VANDENBERG: It is, yeah.

13 MR. LYLE: Okay.

14 THE COURT: Thank you. Mr. VanDenBerg, what's next?

15 MR. VANDENBERG: I just want to talk about
16 conversion. This, I'd rather talk about it now than deal with
17 it as we're back and forth with the jury charges. So
18 conversion, I just want to be clear on at least my
19 understanding of the law, so in civil conversion unlike
20 criminal conversion if the property is, so let's just assume a
21 different set of facts. So the property that was taken by Mr.
22 Brown and then returned, if it had been in mint condition and
23 as Mr. Postell left it, then there would be no civil
24 conversion. Criminal conversion's a different case, but civil
25 conversion, that's my understanding of civil conversion. If

1 there is any diminution of value, so as in the case of, you
2 know, whatever can be substantiated with regards to any damage
3 to the computer, then whatever the difference in value of the
4 property as Mr. Postell remembers it versus how it was
5 returned, that would be the measure of damages with regards to
6 that item of personal property. And so I just, that's my
7 understanding, and I think it's important because that's, as I
8 offer recommendations to the jury charges, that's my line of
9 thinking and so I think that it's, that, and what I've seen
10 from Mr. Lyle doesn't touch on that, so my offer would be along
11 those lines to address that situation. So if, and the
12 precondition is, is, and this is, again, another edit that I'm
13 going to offer is who is the actor here, who actually committed
14 the conversion. So in our estimation, the conversion was
15 committed by Carlton Brown, Carlton Brown took the property out
16 of the unit, Carlton Brown also, his actions led to the, you
17 know, his decision and the consequences of those actions
18 resulted in also the personal property being thrown out. So
19 and this, again, this gets to why I think it's a negligence
20 case because I think we're dealing with proximate cause.
21 Ultimately, that's the issue is who is to be held accountable.
22 And so regardless what, you know, the negotiations,
23 negotiations fell apart, this lawsuit was filed and now that's
24 the posture of this case, and so you know, our arguing the
25 facts and the law and what the evidence shows. And so with

1 regards to conversion, you know, the first, the first, you
2 know, element is going to be who was, who actually committed
3 the conversion. If the conversion in this case is
4 substantiated, who was the actor here. And then as far as the
5 measure of damages, it doesn't really matter if the jury
6 decides that it was Mr. Brown. And that's why I think we need
7 an instruction along those lines.

8 THE COURT: I understand.

9 MR. VANDENBERG: So telling the world that that's
10 my thinking and that would be the substance of edits, you
11 know.

12 THE COURT: Mr. Lyle, just, what do you think about
13 this idea that to the extent the property was returned and the
14 damages become diminution of value?

15 MR. LYLE: Your Honor, I think there's at least some
16 testimony from Ashanti Young that there were shoes and there
17 were pants and suits and things that had never been recovered
18 thus far. Ms. Floyd even said I wish I moved the stuff around,
19 but nobody touched it. She made a big deal saying nobody
20 touched it, so there's been no evidence other than Mr. Postell
21 and his mother saying what they moved in versus what's been
22 recovered. So again, that's for the jury to decide whether
23 they want to believe that nothing else ---

24 THE COURT: And I agree with you, I'm not, I'm just,
25 we'll deal with that, but I am inclined to give an instruction

1 that to the extent you believe property was returned and maybe
2 damaged ---

3 MR. LYLE: Certainly ---

4 THE COURT: --- just thinking out loud ---

5 MR. LYLE: Certainly ---

6 THE COURT: --- just taking into account ---

7 MR. LYLE: They should get credit for whatever was
8 returned knowing that there's a material issue, genuine issue
9 of material fact as to the diminution of the computer ---

10 THE COURT: I agree.

11 MR. LYLE: --- so I think the jury can decide that
12 the computer was completely fine and just needed to replace the
13 monitor because it was a blue screen, or they can take Mr.
14 Postell's word that it was, fully needed to be replaced in
15 total or anything in between. And we would respect the jury's
16 decision on that.

17 THE COURT: Thank you. Mr. VanDenBerg?

18 MR. VANDENBERG: Your Honor, I've already touched on,
19 we think that the jury needs to, to get to the negligence
20 claim, and I think, and as I suggested earlier today I think
21 there's, you know, a charge out there for intervening cause,
22 something along those lines, so that they can contemplate in
23 light of the testimony that they've heard and the evidence
24 that's been entered if, you know, this was proximate cause of
25 this, and so that would be the, you know, the majority of the

1 substance of my recommendations and that is it would be in the
2 negligence category, but I want to come back to this unfair
3 trade practice, and I think ---

4 THE COURT: Before I ---

5 MR. VANDENBERG: Yes.

6 THE COURT: If we craft something about intervening
7 cause, any problem with that?

8 MR. LYLE: No, that's no problem at all, Your Honor.

9 THE COURT: Okay. Good enough, thank you. Yes, sir?

10 MR. VANDENBERG: So the unfair trade practice, the,
11 so, I'm glad Katie testified, and I think, what I hope the jury
12 took away and why I want to talk about this again is because I
13 think it shows the difference in the breadth and the depth of
14 the person who, you know, with the knowledge of the leasing
15 industry, and what might constitute, you know, based on that
16 knowledge of, more comprehensive knowledge about, you know,
17 this industry. And it's been a fundamental problem with this
18 case from the beginning is that there is, and I think hopefully
19 today there is, we cleared up exactly, you know, the difference
20 between, you know, turn list and RealPage, at least if, you
21 know, people believe what Ms. Floyd was testifying about
22 because I think, and even Ashanti Young who testified yesterday
23 and this is why I asked her the question because even after all
24 these, this time, you know, she still thinks that this list is
25 something you push a button and the system prints out. So, you

1 know, the leasing information that was contained, you know, in
2 RealPage which is where, that's the database for leasing
3 information and then, you know, the turn list which is, it's
4 documented that they were operating from is a, it draws from
5 various sources. And so, you know, her understanding of that
6 process is that you push a button and then RealPage spits out
7 this, these turn lists. That's not the case, and it's way more
8 sophisticated than that and I think because of, you know, these
9 claims, I mean, they're just, I mean, you know, I've seen them
10 pop up in this case and it's similarly I think that there's,
11 you know, this kind of a lack of understanding of this
12 industry. And even, you know, with a witness like Katie Floyd,
13 with Melissa Hinton's testimony yesterday, I think, you know,
14 this is almost the kind of case where if you really want to,
15 you know, prove these kinds of claims, you need to bring in
16 someone who is an expert witness to prove your claim. So
17 someone who is in a position to actually have the similar
18 breadth and depth of knowledge and experience to assess the
19 facts in this case and get on the witness stand and testify to
20 substantiate your version of these claims. Not to get that
21 kind of evidence in through someone who doesn't have, you know,
22 a good understanding who is Ashanti Young. And you know,
23 that's why she is to the Plaintiff, and that's why, you know,
24 our, you know, take on why she's, you know, was brought in to
25 testify is for that very fact. You know, she is someone who

1 is, you know, just doesn't really understand what she's talking
2 about, she thinks she does, she's eager, she's earnest, she
3 wants to, you know, to learn things, but she doesn't have an
4 understanding. And I think if, you know, to get that to the
5 jury, to get the jury to look at this claim based on that
6 evidence is, is, is, would be a mistake in our opinion. So I
7 think that, and again, I know you already ruled on this, I'm
8 just asking you to reconsider in light of today's testimony and
9 reflecting on Ms. Young's testimony. I know we looked at her
10 transcript yesterday about her allegations of, you know, things
11 happening elsewhere, and so I just, I just, that's all I'm
12 asking is another, maybe another look at this claim.

13 THE COURT: Mr. Lyle, any comment?

14 MR. LYLE: I would just rest on all the things I said
15 earlier. I only point out that the only testimony today was
16 Katie Floyd who admitted that she had the knowledge as the
17 property manager that anything over \$500.00, there's a legal
18 process they're supposed to go through. That makes us very
19 analogous to the Burbach case because that was over the failure
20 to follow the statute of returning the security deposit which
21 was under the umbrella of the Residential Landlord Tenant Act
22 which that caselaw specifically said puts that into the stream
23 of commerce and effects the interest of the public. And
24 therefore, this is very analogous, you've got testimony that
25 they take over \$500.00 worth of stuff, there's a legal process

1 they're supposed to follow, they didn't follow it here. You
2 have Ashanti Young saying, yes, it absolutely happened at this
3 facility under my watch at The Rowan while I was here. She
4 even said with Carlton, which Carlton was fired right after
5 this, so we know for a fact it had to happen before then. And
6 so I think there's, again, enough evidence to go to the jury
7 and I would rely heavily on what we've described or discussed
8 yesterday. But again, citing the Burbach versus Investors
9 Management Corp., and then also citing the Noack Enterprises
10 versus Country Corner Interiors of Hilton Head Island, Inc.

11 MR. VANDENBERG: I just, and I think I addressed this
12 yesterday, but I just want to say it again. So, you know,
13 there's no disagreement from us that, you know, that leases
14 are, you know, the South Carolina Landlord or the Unfair Trade
15 Practices Act applies to leases. And I think in the context of
16 that case cite, that's all, that's it, so there's no, and why
17 we have been, you know, struggling still to try to understand
18 exactly what this alleged act or deceptive act or unfair
19 practice was. And I think, you know, giving it to the jury is
20 without, I mean, so I will be spending my time trying, if this
21 does go forward as it appears and trying to figure out exactly
22 a way to ask, to charge the jury with trying to pick through
23 the evidence and identify exactly what that is, and I think,
24 you know, my concern is that, you know, they're just, they're
25 not equipped. I think that they don't have, they've heard some

1 testimony, they heard from someone who is, you know, Katie
2 Floyd and Melissa Hinton, but I think just, you know, you ask,
3 you know, anyone a question like you're saying, okay, this is
4 like, we want you to rule on this and they're like I guess we
5 will. And so even if it's a matter of law and that's why we're
6 raising this, you know, this motion ---

7 THE COURT: I appreciate that.

8 MR. VANDENBERG: --- is to take it out of the jury's
9 hands and rule on it elsewhere.

10 THE COURT: Anymore motions before I start ---

11 MR. VANDENBERG: No, nothing, Your Honor.

12 THE COURT: I am going to look at the ouster, take a
13 look at this contract tonight. Mr. Lyle, yesterday, there was
14 some testimony about the failure of The Rowan to come to an
15 agreement on the amount of money that your client may have been
16 entitled to. I think there was a promise to reimburse him and
17 they could never come to an agreement and there was therefore
18 no reimbursement. And there was a suggestion that you
19 believed, or you were certain that that is an unfair trade
20 practice.

21 MR. LYLE: I think that's one of the many different
22 things that they can latch onto as a reason ---

23 THE COURT: I'm going to deny the unfair trade
24 practice motion for directed verdict with regard to the fact
25 that his property was thrown away or whatever, whatever the

1 word is. But I do not believe that this idea that they did not
2 come to an agreement on reimbursement is an unfair trade
3 practice.

4 MR. LYLE: Sure.

5 THE COURT: So I don't want any argument, I'm asking
6 that there not be any argument about that, and if I hear that,
7 of course, I'll have to take it up while the jury's there.
8 Yes, sir?

9 MR. VANDENBERG: Is that, so is that, could we, is
10 the juror, is the jury's charged and it goes to the jury, is
11 there an instruction in there that would specify, I mean, is
12 that reasonable then to put in there, if you think that the
13 deceptive act is ---

14 THE COURT: What my plan is is that when I charge the
15 jury, I'm going to say what's in his complaint, what the
16 deceptive act is, what he's alleging the deceptive act is. And
17 I don't think I need to address this idea about we had come to
18 an agreement that's an unfair trade practice.

19 MR. VANDENBERG: If I may? And Mr. Lyle, I have the
20 complaint here, I don't, other than saying that there was a
21 violation of the unfair trade practice, there is no allegation
22 of an act.

23 THE COURT: I think he, and y'all double check me, so
24 if, I think it talks specifically about the property being
25 removed from his unit?

1 MR. LYLE: I have my complaint pulled up, Your Honor.
2 It's my third cause of action, paragraph 1 is that each
3 assertion set forth is consistent and verbatim. The second
4 paragraph says that the Plaintiffs are engaged in the business
5 of renting or managing rental or residential real property of
6 tenants within the State of South Carolina. Defendants have
7 repeatedly rented other residences in South Carolina to some
8 tenants other than the Plaintiff both before and after the
9 Plaintiff's tenancy. Next paragraph says the actions of the
10 Defendant unlawfully ousted the tenant as well as losing,
11 stealing, or otherwise converting the Plaintiff's personal
12 property and denying him use of the property were unfair
13 deceptive acts in conduct of trade or commerce. The next
14 paragraph is because the Defendants continue rental residences,
15 the actions of the Defendants which are alleged in this
16 complaint have the potential of being repeated by the
17 Defendants. The action of the Defendants, again, this was
18 before we had a chance to interview and conduct discovery.

19 THE COURT: I understand.

20 MR. LYLE: The actions of the Defendants reflect the
21 Defendants regular business practices in that similar actions
22 have been taken by the Defendants with regard to other tenants
23 in South Carolina. As a result of the actions of the
24 Defendants, the Plaintiff has suffered the loss of the benefit
25 of the bargain [sic] and the loss of personal property, legal

1 fees and the cost of this lawsuit. Plaintiff is entitled to
2 three times the actual damages and a reasonable award of
3 attorney's fees under SC code 39-5-140, South Carolina Unfair
4 Trade Practices Act.

5 THE COURT: So yes, sir?

6 MR. VANDENBERG: So again, other than saying that the
7 cause for this violation is ouster conversion, so these other
8 claims are those, I mean, those are, that's not, I mean,
9 that's, those are separate claims, not a deceptive act, like,
10 you know, a deceptive act like we were talking about yesterday
11 like we've discussed. It would be like, in this, the Burbach
12 case where there's, you know, this issue with the security
13 deposit, and that is, you know, the Defendant saying this is
14 our policy, this is our practice, we don't care what the law
15 tells us that we should, we're required to do, we're just going
16 to do this own thing because that's what we believe we should
17 be doing, and not, you know, these other claims. If that's the
18 basis, that's, you know, that's, again, this is the genesis of
19 this case where, you know, we didn't have a good understanding
20 there exactly what that deceptive act or alleged unfair
21 practice was, but the basis is some other, some other claim,
22 some other legal claim. I don't, that's, I don't, that's not
23 the law, at least what my understanding is is ouster and, I
24 mean, that's, again, I don't see it, I didn't see it then, I
25 still don't understand to this day what this alleged act is and

1 I think sending it to the jury without that clarification, and
2 I think, this is why I asked, you know, why we had the
3 discussion, why I asked Mr. Postell to enunciate exactly what
4 his understanding of this violation was, and his understanding
5 was that they promised me the money and they didn't give it to
6 me.

7 THE COURT: Well, that's not an unfair trade
8 practice. That's not a violation of the Unfair Trade Practices
9 Act partly because there's no evidence whatsoever that The
10 Rowan has said I'm going to pay you money to reimburse you, and
11 they haven't done it before. So Mr. Lyle, while I'm going to,
12 and again, I will come up with the appropriate language, I
13 understand what you're saying, but I'm going to go forward with
14 or stand by ruling earlier today, but it is not an unfair trade
15 practice that they were not able to come to an agreement on
16 this reimbursement ---

17 MR. LYLE: Certainly. We're happy with that, Your
18 Honor.

19 THE COURT: Anything else?

20 MR. VANDENBERG: No, Your Honor.

21 THE COURT: Y'all really are doing a good job despite
22 what I might, what, it may sound like I'm arguing or I'm
23 complaining, but I'm not complaining. We will be back then
24 tomorrow, let me see, the jury is coming in at 9:30, can we
25 start at 9:00?

1 MR. VANDENBERG: Yes, sir.

2 THE COURT: Alright. Mr. Lyle, anything else?

3 MR. LYLE: 9:30 is fine, nothing from us further.

4 THE COURT: Okay.

5 MR. VANDENBERG: 9:00 for us.

6 MR. LYLE: 9:00 is fine.

7 THE COURT: We're going to call for some, juror 268,
8 tell him not to report, so we'll go forward with the 12 and 1
9 alternate, hopefully we won't have to get to another alternate.

10 MR. VANDENBERG: Thank you.

11 THE COURT: Thank you all.

12 MR. LYLE: Thank you, Your Honor.

13 (Whereupon the hearing ended at 4:02 pm.)

14 **DAY FOUR, SEPTEMBER 19, 2024**

15 BAILIFF: Court come to order, all rise.

16 THE COURT: Good morning, please be seated. You all
17 have given me some charges and I haven't had a chance to look
18 at them yet. So we're going to have to take that up at some
19 point. I want to talk about motions, we actually have a fair
20 amount of work that we need to do before the jury comes in
21 today.

22 MR. VANDENBERG: Your Honor, we just sent this, I
23 didn't realize, Todd told me that we hadn't actually attached
24 our proposed ---

25 THE COURT: Yes, sir.

1 MR. VANDENBERG: --- here's a copy.

2 THE COURT: Mr. Lyle, did you have anything you
3 wanted to hand up to ---

4 MR. LYLE: I'm sorry, I couldn't hear you, Your
5 Honor.

6 THE COURT: Did you have anything; I know each of you
7 sent me stuff and I just need to pull it up and take a quick
8 look at it.

9 MR. LYLE: Your Honor, I emailed the proposed jury
10 charges a couple of days ago. I replied this morning to let
11 Mr. VanDenBerg know that I did not see an attachment related to
12 his edits of the general charge. The general charge is cutting
13 and pasting from the civil bench book, I'd be shocked if you
14 had an issue with anything in that. I did want to address the
15 three, four, or five specific charges that he took issue with.
16 I'm also not sure, I just, this was a last minute decision this
17 morning and I'm not sure I want to do this yet or not, but I
18 need to confer with my client, but Ms. Floyd did towards the
19 very end of her testimony yesterday say albeit strangely that
20 she would keep receipts to the clothing that was gifted to her
21 by a friend or family member because she wanted to update her
22 renter's insurance policy. And I think she made a very
23 inappropriate reference to an insurance policy, specifically a
24 renter's insurance policy, so I do have an insurance charge
25 that I know some Judges don't like to give, but I think in this

1 instance, you know, and if the Plaintiff opened that door, we'd
2 be looking at a mistrial, but for the Defendant to open that
3 door, it's only fair for you to do something like an insurance
4 charge. And I have one I can hand up that I, that basically
5 just, it basically says there may or may not be insurance,
6 you're not to take that into consideration, is basically the
7 gist of it, but it's a charge.

8 THE COURT: I did note she made reference to that.
9 What do you think about ---

10 MR. VANDENBERG: We have no objection, I didn't
11 actually hear her say that, but, you know ---

12 THE COURT: She did say something ---

13 MR. VANDENBERG: Okay.

14 THE COURT: --- about insurance, and out of an
15 abundance of caution, it might be a good idea, so if you'll
16 give me that, sir.

17 MR. LYLE: I haven't given this to the other side,
18 it's one from another case that I just pen and inked, I changed
19 the she to he and I struck through the word carelessness and
20 put the word acts or omissions. I have this digitally; I can
21 email it to you or you can look at it printed before I hand it
22 up or I can make photo copies.

23 MR. VANDENBERG: This is from which?

24 MR. LYLE: This is another trial, it's a civil
25 charge, bench book charge on insurance. Normally, that

1 part is tabu, you don't even say it in the Courtroom but...

2 MR. VANDENBERG: Okay.

3 MR. LYLE: Your Honor, if I may approach?

4 THE COURT: Yes, of course.

5 MR. LYLE: And I just pen and inked, I changed she to
6 he and then I added, I struck out the word carelessness and
7 put, just wrote acts or omissions. So if you're fine with
8 those changes, I'm happy to fire up my laptop and make it
9 prettier and cleaner in an email and give everyone a copy of
10 that as well. But that would be the only other charge I would
11 add, but then I still would reserve the right to respond to Mr.
12 VanDenBerg's email last night with his edits.

13 THE COURT: Mr. VanDenBerg, what do you think about
14 this insurance charge?

15 MR. VANDENBERG: Your Honor, again, I didn't hear her
16 say it, I don't know what impact of course it might have on the
17 jury and their deliberations. I don't have an issue with it,
18 you know, it might also, you know, just confuse matters.

19 THE COURT: Yeah. She did say something in response
20 to one of your questions about insurance. It was only a
21 glancing reference. Mr. Lyle, I am inclined to say something
22 about insurance, I'm concerned, however, that we, and this is
23 taken solely from the bench book?

24 MR. LYLE: It's somewhere in there. I have two or
25 three versions from my little super secret Plaintiff's list

1 serve groups, but I can give you a couple of other versions.
2 I'm fine with whatever Your Honor rules on, I just think, the
3 fact that she said insurance policy, she even went so far as to
4 say renter's insurance policy, and it was in reference to when
5 I asked her if she kept receipts on the clothing for one, two,
6 or three, four years, and she said yes and then I said do you
7 keep receipts for the clothing that's been gifted to you by
8 friends or family and her response was yes because that's how I
9 update my renter's insurance policy if I ever have to file a
10 claim. Something about the value of the clothing to which I
11 unfortunately lost character a little bit and laughed because
12 I, regardless, that's not relevant. But the issue was brought
13 up and it was opened by her, not by me asking about insurance,
14 it was by her using that in her answer. So whatever Your Honor
15 feels necessary to address the item so it's not this tabu thing
16 that nobody mentions because that's the fear, Your Honor, in
17 this Courtroom whenever it's said and then we just call it tabu
18 and don't mention it again and all of a sudden the jury's left
19 to wonder what are we hiding from them. So that charge or some
20 version of it that simply says you heard insurance, insurance
21 is not to be, there might be, there might not be, you're not to
22 consider it. I think that's an appropriate charge because it
23 doesn't make it tabu, it just instructs the jury they're not to
24 consider it. Often times, Judge, I've tried quite a few cases
25 in Circuit Court and over 50 percent of the time the first

1 question in the first 15 or 20 minutes is they want to know if
2 there's insurance. And unfortunately, a lot of instructions
3 are very, I jokingly told Yanis this morning, it's kind of Star
4 Wars like, you have heard all of the evidence you are to
5 consider and they just intentionally kind of avoid saying that
6 word even, and I think once that door's been opened a little
7 bit by one side, it needs to be properly flushed out to at
8 least remind the jury that it's not a secret word that they
9 can't say, it's just something they're not to consider, it may
10 exist, it may not. And you can even say on both sides, it may
11 exist for a tenant, it may or may exist for a landlord
12 apartment complex. But we're fine with whatever Your
13 Honor does. Again, it's not a hill I'm going to die
14 on.

15 THE COURT: Well, no, I do, I do recall and my law
16 clerk actually mentioned that it did come up. So I think I
17 want to say something, but I'm not, but I am concerned about
18 saying all of this that it might spark more questions than not.
19 Having said that, though, if Mr. VanDenBerg doesn't have any
20 objection to what you have given me, I'll just read all of
21 this.

22 MR. VANDENBERG: Your Honor, I mean, the only concern
23 is as I already expressed. I mean, it's just, you know, this
24 is not, we didn't prepare her ---

25 THE COURT: Oh, I understand ---

1 MR. VANDENBERG: --- for responding to these types of
2 questions ---

3 THE COURT: I think, it was something that came up on
4 cross.

5 MR. VANDENBERG: Yeah. And I don't remember, I can
6 remember watching the exchange take place, I think there was, I
7 could feel that she was, you know, in the heat of the moment
8 she was, and I don't think she gave a dishonest answer, I think
9 she was just responding to the question. So I don't know, I
10 mean, I, the only concern I would have is, you know, as I'm
11 sitting there, as a jury that hasn't heard just this word, and
12 I don't know what's on their minds, so, you know, you plant the
13 seed and they may not have even paid attention to what she said
14 and the words that she was saying, so, you know, I leave it to
15 you. I don't really care about the words, it's fine,
16 whatever.

17 THE COURT: Alright. That's fine. Well, what I,
18 what I will say, I'll give, Mr. Lyle, I will give something
19 akin to your charge, something that there was a reference to
20 insurance coverage and then I instead of saying that they may
21 ask themselves about insurance, what I'd like to do is to lead
22 off with, I would say something that there was a brief
23 reference to insurance on cross examination of Defendant's
24 witness, then I would lead into the issue of insurance coverage
25 is not, should not, and must not be proper for you in

1 considering reaching your verdict and then I would read the
2 remainder of this charge.

3 MR. LYLE: I would just ask that it mention both
4 parties because it was introduced only as to a renter's
5 insurance policy, so I would ask Your Honor to say the issue of
6 insurance for either party, you know, if you could just make a
7 reference to it to either party, I would think that would be
8 fair.

9 THE COURT: Okay. We've got a number of other issues
10 to discuss. Why don't I do this, because we've got other
11 things, I'm just going to read what you have submitted, and
12 we'll leave it at that. And I will say the issue of insurance
13 coverage for either party is not, should not, and must not be
14 proper for you to consider. I'm simply going to read
15 everything you said, but I'll add that additional language.
16 Now, let me get to what you've submitted to me. And then we've
17 got, we'll talk some more about these directed verdict motions.
18 While we have emails from both of you with charges, I don't
19 have, hold on one second, let me see if my law clerk... So while
20 he's doing that, let me, let's talk about the directed verdict
21 motion. I am going to continue to deny your motion with regard
22 to the unfair trade practices claim, Mr. Lyle, however I, I do
23 not believe their failure to settle this case or to reimburse
24 him is an unfair trade practice ---

25 MR. LYLE: That's fine, Your Honor.

1 THE COURT: --- I ask you not to say anything about
2 that.

3 MR. LYLE: We'll completely avoid that.

4 THE COURT: The jury charge that I had put together
5 and once we, I'm sorry that all of this is so helter-skelter,
6 but the jury charge that I put together does say about the
7 conversion or the conversion cause of action to the extent that
8 there's a return of property or you get credit for that or some
9 diminution of value. But I will pull that up and I will give
10 all that to you.

11 MR. VANDENBERG: Your Honor, actually, so Mr. Lyle's
12 proposed conversion instruction ---

13 THE COURT: Yes, sir.

14 MR. VANDENBERG: --- and I reference that in my
15 email, it does include, I highlighted it on the redacted, or
16 not redacted, the version that I sent back that said, it's a
17 document that I sent twice with some edits, so it's in there.
18 I'm not suggesting to highlight for the jury or the, that you
19 spend time elaborating on that, but it is in the, his proposed,
20 it comes out of, it's on, it looks like page 4 of his document,
21 the second to last paragraph, the section reads, damages for
22 conversion may be reduced if the Defendant returns the property
23 and the Plaintiff accepts it back, if that happens, the damages
24 should be reduced to a small sum or to an amount equal to the
25 reduction in value of the property between the time of

1 conversion and the return of the property.

2 THE COURT: That is ---

3 MR. VANDENBERG: And I think that's, that's ---

4 THE COURT: That's fine.

5 MR. VANDENBERG: --- that's fine, yes.

6 THE COURT: Mr. Lyle, I'm sorry, I have considered
7 this ouster, and I am, I just do not believe that this case as
8 a matter of law that personal property is contemplated by the
9 General Assembly with regard to ouster. I am going to direct,
10 I am going to grant the directed verdict motion as it relates
11 to ouster, so I will not give that instruction. And Mr.
12 VanDenBerg, I'm sorry, I'm waiting for the email that you, it
13 was, can one of you send me, send the email you sent to my
14 administrative assistant with your edits to me?

15 MR. VANDENBERG: Yes.

16 THE COURT: Okay. And just send it to
17 mkimpsonj@sccourts.org. And I apologize, there was some
18 traffic issues ---

19 MR. VANDENBERG: Yes, Your Honor.

20 THE COURT: --- this morning, so when I got here,
21 nobody else was here, so we weren't able, nobody else was here.
22 And I'll say as an aside, interestingly enough, while that's
23 clearly the appropriate way is to send stuff to the AA and to
24 the law clerk, sometimes I don't ever see it until I see them
25 the next morning.

1 MR. VANDENBERG: Is there any, Todd, I'll copy you,
2 is there, would you like me to cc anyone else?

3 THE COURT: As long as Mr. Lyle has it.

4 MR. VANDENBERG: Okay. And, you'll, I mean, let me
5 just remove this one. I removed the second copy of his, the
6 edited document, and then attached the document that I printed
7 or made copies of and handed up.

8 THE COURT: Yes, sir, that's it.

9 MR. VANDENBERG: They're both word documents.

10 THE COURT: Now, Mr. Lyle, now, you, you've got some
11 objections to Mr. VanDenBerg's proposed charges?

12 MR. LYLE: Your Honor, I'm not real sure what Mr.
13 VanDenBerg proposes. If we want to take the email that he sent
14 last night which only addressed these specific charges, I think
15 we just work through the conversion charge.

16 MR. VANDENBERG: And Mr. Lyle handed up a copy of our
17 proposed edits, Your Honor.

18 THE COURT: He does have a copy of this?

19 MR. VANDENBERG: I handed him a copy.

20 MR. LYLE: He just handed it to me a moment ago.

21 THE COURT: Okay. Take a second, I'm not ---

22 MR. LYLE: We can work through these one by one
23 quickly because, again, none of these are hills I really want
24 to die on.

25 THE COURT: Yes, sir.

1 MR. LYLE: Specific charge number 4, unfair trade
2 practices ---

3 THE COURT: One second, let's just start with what he
4 says about general instructions. Any objections to any of
5 that?

6 MR. LYLE: He just handed me a long document
7 ---

8 THE COURT: Oh, I'm sorry.

9 MR. LYLE: --- I haven't ---

10 MR. VANDENBERG: Your Honor, I don't have any
11 objections to his general charges other than I would add what
12 we've proposed, if you look at, it's the first ---

13 THE COURT: A, section 1 dash A?

14 MR. VANDENBERG: Yeah, section 1 dash A, this is from
15 Judge Anderson's book ---

16 MR. LYLE: That's fine, you can instruct them on
17 statements of counsel.

18 THE COURT: Alright.

19 MR. LYLE: Is that the only one, general?

20 MR. VANDENBERG: Correct.

21 MR. LYLE: Okay. Yeah, that's fine. You can charge
22 the statements of counsel charge, Your Honor, and I'm perfectly
23 fine with that.

24 THE COURT: Alright. Mr. Lyle, then we go to
25 specific ---

1 MR. LYLE: A specific, number 3, I think he just now
2 said he's fine with the language I included for the diminution
3 of value for conversion, is that right, Tim?

4 THE COURT: Now, let me, let me, I'm looking at
5 specific instructions and I've got A.

6 MR. LYLE: Well, you're back on his, his ---

7 THE COURT: Yes. So I'm sorry ---

8 MR. LYLE: The problem, Your Honor, is that this
9 document he just handed to me about 10 minutes ago does not
10 follow the same sequence ---

11 THE COURT: I see, okay. So Mr. VanDenBerg, with
12 your email specific charges, let me open it, okay, I see ---

13 MR. VANDENBERG: So Your Honor, I've gone through his
14 specific charges ---

15 THE COURT: Yes.

16 MR. VANDENBERG: --- where I have no issue, I've said
17 acceptable, and then if not then I, there's, if you follow my
18 email with my notes on which document to look to, so in some
19 instances I've suggested striking portions or all of his
20 proposed instruction, and then I've referenced in my specific
21 instructions an alternate for consideration.

22 THE COURT: I see. Alright. So Mr. Lyle, which,
23 which one are you...

24 MR. LYLE: I was just going to go in sequential order
25 to ---

1 THE COURT: Good enough.

2 MR. LYLE: --- Mr. VanDenBerg's email. Number 1, he
3 said is acceptable, number 2, unlawful ouster which Your Honor
4 has just ruled, so that would disappear.

5 THE COURT: Yes, sir.

6 MR. LYLE: Number 3, he took issue with diminution of
7 value, but then this morning he now says he's fine with it, so
8 we're fine with it, we'll move on.

9 THE COURT: Wait a minute, now. Number 3, now I'm
10 reading from a document, Plaintiff's, he's marked that
11 Plaintiff's request to charge?

12 MR. VANDENBERG: Correct, Your Honor. So ---

13 THE COURT: And he has added to Plaintiff's request
14 to charge number 3, Mr. Lyle, is that the one we're on?

15 MR. LYLE: We're on number 3, that's correct.

16 THE COURT: Alright. Now, he's also added the line
17 saying conversion of Plaintiff's personal property by some
18 third party would relieve Defendant of any liability. Will you
19 ---

20 MR. LYLE: I don't think that's necessary, Your
21 Honor, he's got an intervening superseding cause, he's, if
22 you'd like to charge it, Your Honor, I don't think it's
23 necessary. I took this directly from the civil bench book, the
24 jury can decide whether somebody, some third party took the
25 property. That's proper for him to bring up in his closing,

1 but I don't think the charge for conversion needs to highlight
2 that.

3 THE COURT: Well, but if the jury were to believe
4 that, they need some instruction whether or not that resolves
5 the Plaintiff, the Defendant's liability.

6 MR. LYLE: I think we would have to add that to every
7 charge then, Your Honor. We would add that to breach of
8 contract if some third party caused a breach or I mean, I think
9 that's searching their logic to have to include the language
10 that some outside party could have done something, that would
11 apply to every step of this process. So I don't think it's
12 necessary, but if, Your Honor, it's fine if you want to say
13 it.

14 THE COURT: Mr. VanDenBerg?

15 MR. VANDENBERG: Your Honor, that would be fine, then
16 I think we just, we include that one sentence, and I think that
17 we're, we're fine with that.

18 THE COURT: Alright. I'm going to say that. Then
19 we've got the highlighted portion that I think everybody's fine
20 with, is that correct, Mr. Lyle?

21 MR. LYLE: That was already in my charge ---

22 THE COURT: And it was, I agree.

23 MR. LYLE: I'm certainly fine with that.

24 THE COURT: Now, Mr. VanDenBerg, of course, you, you,
25 in the document that I'm looking at, you have struck out all of

1 that, but of course I have not, I have denied your motion for
2 directed verdict on that issue, so ---

3 MR. VANDENBERG: Yes, Your Honor.

4 THE COURT: --- is there an unfair trade practice, is
5 that a charge that you would agree to, did you put one in?

6 MR. VANDENBERG: Yes, Your Honor. It starts on the
7 first page of our document ---

8 THE COURT: Oh, I see it.

9 MR. VANDENBERG: --- and so letter B. And so there's
10 the first three sections from Judge Anderson's book, 31, excuse
11 me, it's sections 34(1), 34(2), 34(3), in sequential order
12 here. And I think, and what I've, in my email, and I think
13 this might be, and the reason that I suggested this as well, so
14 I think as far as the charge, those three sections because, you
15 know, our concern is that we think it's necessary, although I
16 see the brevity of this instruction I don't think it does
17 justice to what the jury needs to consider. And so I think
18 that if a more lengthy, elaborate instruction that talks to the
19 definitions of what is a, under the law what is a deceptive
20 act, what is an unfair trade practice. I think the jury needs
21 to be, you know, instructed on, you know, thinking about that
22 first as they then contemplate the rest of this law. And I
23 think in addition to just a juror charge, I think on the
24 verdict form, I think that if they find in their minds that
25 there was indeed a violation of the act, I think the jury

1 should be instructed to, on the verdict form, to articulate in
2 writing the specific act they find was a violation of the law.
3 And I think that will, you know, I think that would make it,
4 you know, certainly, you know, easier for us to then evaluate
5 post-trial whether the grounds that they found, the jury found
6 for a violation of this act was as you have already articulated
7 to us which is not sufficient to form a violation of the act
8 which is money, you know, promised me the money, didn't give me
9 the money, and if that was the finding, then I think we can ---

10 THE COURT: I'm going to first ask Mr. Lyle his
11 opinion, but I have a suggestion on that issue. Mr. Lyle, what
12 do you think?

13 MR. LYLE: I think it gets really, really complicated
14 and hairy and a good issue for the Court of Appeal if we start
15 asking the jury to write out sentences of what they found to be
16 at issue.

17 THE COURT: What do you think about his substituting
18 aside from what he's talking about with the jury?

19 MR. LYLE: I haven't had a chance to thoroughly
20 review it, but I saw referenced to him trying to go back to the
21 Landlord Tenant Act for damages and relief and I think the one
22 that I provided against, cut and pasted from the civil bench
23 book, I didn't add any language, I didn't subtract any
24 language, and I would reassert that that's the property charge
25 for this violation. And cites to that are contained within,

1 it's Gentry v. Yonce, Fields v. Melrose, Albert Oil v. Marathon
2 Oil, and Burbach v. Investors.

3 MR. VANDENBERG: Are we talking about the same
4 instruction?

5 MR. LYLE: The unfair trade practices? We're on
6 charge number 4, specific charge number 4, correct?

7 MR. VANDENBERG: Yeah. So this instruction comes
8 from, from the charge book? Or this comes from what you
9 ---

10 MR. LYLE: It comes from the civil charge book that's
11 on the Court's website.

12 MR. VANDENBERG: Yeah. I think that it's, again, I
13 think that the brevity of this issue, Your Honor, I don't think
14 does justice to, you know, certainly not to our concerns about,
15 you know, this particular charge. But there's, there needs to
16 be a clearer definition in a charge to the jury to consider,
17 you know, in the testimony that they've heard and the evidence
18 that they've seen or documented evidence that they've seen or
19 will see, deliberations, exactly what is that unfair act or
20 deceptive act, you know, alleged by Plaintiff.

21 THE COURT: I am not inclined to use these, a
22 specific verdict form where they have to write out what they
23 find. However, I am inclined, and I'm not saying that I'm not
24 going to give this, I am much more inclined to instruct them
25 that the Defendants' failure to reimburse the Plaintiff is not

1 an unfair trade practice, and you may not consider that as
2 such. What do you think about that?

3 MR. LYLE: As long as Your Honor would say they're
4 allowed to consider the other acts ---

5 THE COURT: Oh, of course, of course.

6 MR. LYLE: I think you can't just deny them one
7 without suggesting that they are allowed to look at
8 others.

9 THE COURT: Well ---

10 MR. LYLE: So if you instruct the, Your Honor,
11 Plaintiff's position would be that if you just deny them the
12 right to reach that conclusion based on a specific item, you
13 would also, I would request you say they can find a violation
14 though from the other acts that I've not prohibited you from
15 finding or something to that effect.

16 THE COURT: Without my enumerating that, yes ---

17 MR. LYLE: Without enumerating.

18 THE COURT: Yeah. I am fine with that because I, I
19 am concerned also about a verdict form where they write in what
20 they find. Although, I just am not inclined to do that.

21 MR. VANDENBERG: Yes, Your Honor.

22 THE COURT: But now, let's go back. Mr. Lyle, I too
23 have some concern about the ambiguity, I would prefer to give
24 the jury some definitions of unfair trade practice, unfair and
25 deceptive as an outline in this charge.

1 MR. LYLE: Well, Your Honor, the problem with that I
2 would think is that if Mr. VanDenBerg just gave them a marathon
3 to read or for you to read on what the terms trade and
4 commerce, include advertising, offering for sale, sale of
5 distribution of any services, any property tangible,
6 intangible, real or personal, mixed or any other article,
7 commodity, or thing, the Burbach case specifically says that a
8 residential lease is the type of thing that goes into stream of
9 commerce and effects public interest. And so the question is
10 then to determine if it can be repeatable and whether it's
11 unfair and deceptive. That is the inquiry here. Had this been
12 about a general trade or practice as a whole, then they would
13 have to do all that, but I don't think it's proper for the jury
14 to decide whether or not this is in fact advertising, offering
15 for sale, sale or distribution, any services or any property,
16 that's too much when this case is very narrow. This case is
17 about the residential lease related to Mr. Postell's lease of
18 his apartment complex at The Rowan. So to give them this very
19 broad definition that could include doc fees at a car
20 dealership and, you know, all the other instances in which the
21 Unfair Trade Practices Act could apply, it's just superfluous
22 and unnecessary for this case.

23 THE COURT: One second, please. Alright. This is,
24 let's go onto the other things. I've got a charge that I
25 drafted last night that I want the two of you to consider, and,

1 on the unfair trade practices issue, and we will take about
2 five minutes before we ask them, whenever we finish here, we'll
3 take about five minutes or however long we need for you to
4 consider this.

5 MR. VANDENBERG: Yes, Your Honor.

6 MR. LYLE: Thank you, Your Honor.

7 THE COURT: What's next?

8 MR. LYLE: I think we can get down to specific charge
9 number 11.

10 THE COURT: Alright. And Mr. Lyle, will you read
11 what you are ---

12 MR. LYLE: Number 11's about three large paragraphs,
13 and Mr. VanDenBerg only took issue with a portion of this being
14 the section that references damages for an unfair trade
15 practice which he believes should be stricken.

16 THE COURT: Alright. I'm sorry. I see what he has
17 X'd out, well, now, he X'd out something in 10 as well, are you
18 fine with that ---

19 MR. LYLE: I'm sorry, 10 is what I, I should have
20 said 10 ---

21 THE COURT: That's okay.

22 MR. LYLE: It's paragraph 11 on his, I'm so sorry.

23 MR. VANDENBERG: Your Honor, my edit is, this charge
24 of course, should be a charge on general negligence and then
25 the section added to the end of this charge on general

1 negligence is specifically about unfair trade practice. And so
2 what we're proposing, and it's the same language from your
3 earlier instruction, the Burbach case, these three cites ---

4 MR. LYLE: That's fine, Your Honor, if you want us to
5 take off the last, it looks like sentence, is that right?

6 THE COURT: Well, in ---

7 MR. VANDENBERG: The last three paragraphs.

8 THE COURT: Well, now, let me kind of, in your
9 request to charge number 10, your last two paragraphs ---

10 MR. VANDENBERG: Last three, Your Honor.

11 THE COURT: Well, let me go back. The last, I
12 understand, but Mr. VanDenBerg, give me a second. The last two
13 paragraphs seem to be holdovers from the charge on unfair trade
14 practices.

15 MR. LYLE: That's fine, Your Honor. You can strike
16 those, too.

17 THE COURT: Now, but, now, Mr. VanDenBerg also wants
18 to strike proximate causes does not mean the only cause

19 ---

20 MR. VANDENBERG: I think, Your Honor, you're looking
21 at, so maybe this last paragraph that you're seeing is on the
22 subsequent page, whatever that would be ---

23 THE COURT: Yes, sir.

24 MR. VANDENBERG: The three paragraphs that we're
25 proposing to strike start at this paragraph that I think you

1 were starting to read from it, the Plaintiff must prove that
2 the Plaintiff suffered actual damages ---

3 MR. LYLE: We're fine with that, Your Honor, you can
4 strike those three.

5 THE COURT: Okay. But unfortunately, apparently, I
6 must be looking at yet, still yet the wrong document, so I
7 apologize. Let me make sure that we're all on the same issues.
8 Mr. VanDenBerg, can you show me, can you approach and show me,
9 Mr. Lyle, I don't know if you want to come up for this, but
10 show me ---

11 MR. LYLE: I'm fine, Your Honor.

12 THE COURT: --- exactly...

13 MR. VANDENBERG: Number 10, and I think this last,
14 depending on the version that you see, when I edited it, the
15 word document then carries forward to the next page.

16 THE COURT: When does it start?

17 MR. VANDENBERG: It's the Plaintiff must prove that
18 the Plaintiff suffered actual damages as a result of the
19 Defendant's unfair trade practice or act and I think probably
20 on the version that you're looking at, that paragraph's, we
21 have no issue with proximate cause, and that's right from the
22 general negligence instruction.

23 THE COURT: So you're fine with proximate cause does
24 not mean the only cause?

25 MR. VANDENBERG: Yes, Your Honor.

1 THE COURT: Good enough.

2 MR. VANDENBERG: Thank you, Your Honor.

3 THE COURT: Alright. What's next?

4 MR. LYLE: Your Honor, he takes issue with specific
5 charge 16 and 17 and 18.

6 THE COURT: Alright.

7 MR. LYLE: And then I think that's the end. And 16
8 is ---

9 THE COURT: Is that not directly from the charge
10 book?

11 MR. LYLE: The punitive damages is, yes, Your Honor.
12 16 is punitive damages, 17 is the punitive damages and a
13 negligence action, and 18 is statutory violation and punitive
14 damages.

15 THE COURT: Yes, sir, Mr. VanDenBerg, I'll hear from
16 you.

17 MR. VANDENBERG: Yes, Your Honor. So the concern we
18 have is the punitive damages, and this, what I put in my email,
19 so the statutory schemes and actually it's good to look at this
20 subsequent proposed charge too about statutory ---

21 THE COURT: Alright.

22 MR. VANDENBERG: --- damages because, you know, the
23 Landlord Tenant Act and the Unfair Trade Practices Act have
24 their own damages schemes so there's of course, but the, we'll
25 get to the possibility at Your Honor's discretion to award

1 treble damages for unfair trade practice and then there was
2 also within the Landlord Tenant Act they have their own damages
3 schemes, but statutorily there are, you know, separately the
4 Unfair Trade Practice Act and the Landlord Tenant Act have
5 their own damages schemes. As far as the punitive damage
6 instruction, the proposed instruction Mr. Lyle has already
7 drafted with regards to conversion includes a, a portion of
8 that, that charge that's in his proposed instruction includes a
9 charge for punitive damages. And I think, let me just look and
10 see if you've got the breach of contract, my understanding,
11 again, under the law is that I don't think we have in this
12 case, and this is in regards to the charge for breach of
13 contract. Punitive damages are not allowed with breach of
14 contract cases unless there's some company independent tort or
15 fraud. And I don't, that's not in the complaint, that's not
16 been, it's not been put forth that says evidence of any
17 additional act of fraud, so I don't think it's appropriate for
18 a breach of contract charge as well. And so that's why I,
19 generally speaking, I think that any issue with regards to
20 enhanced damages are either specifically addressed in these
21 already existing or proposed instruction with regards to
22 conversion, it's not contemplated with breach of contract, so
23 it's inappropriate in that regard. It's not, and it's already
24 addressed adequately in the statutes for both Landlord Tenant
25 Act violations in this case, actually, that's not even relevant

1 because you already struck ouster so that's not an issue. And
2 then the Unfair Trade Practices Act has its own enhanced
3 damages, and you only get one or the other, so you've got
4 enhanced damages, recoverable damages at Your Honor's
5 discretion or a violation of the Unfair Trade Practices Act.
6 So I don't think, I think it just confuses if they're already
7 hearing this and now they're hearing it again, in a general
8 sense as to, you know, something that they might need to look
9 for when they've already been instructed in relation to this
10 charge as they're contemplating damages. So they find, you
11 know, find for the Plaintiff for conversion, there's an
12 instruction now to consider punitive damages and if it's not
13 contemplated anywhere else on any of these other claims, now
14 they're thinking, well, then maybe I should be finding punitive
15 damages when it's not, not relevant, and not allowed.

16 THE COURT: Mr. Lyle, what say you?

17 MR. LYLE: Well, first off, Mr. VanDenBerg
18 incorrectly cites the law, punitives can apply in breach of
19 contract for egregious behavior as well, does not require
20 fraud. But the punitive damage charges generally, it talks
21 about the clear and convincing standard or higher preponderance
22 of the evidence, and so they could find that there's punitive
23 damages that applies to negligence. So it's not, this is not
24 only a Landlord Tenant Act's case, so the confines of the law
25 is not strictly wrapped up in just the South Carolina

1 Residential Landlord Tenant Act, so I think it would be
2 improper to remove that charge or alter that charge because
3 there are claims and causes of action under the Landlord Tenant
4 Act and primarily the largest cause under the Landlord Tenant
5 Act has been removed by Your Honor. So I don't know that that
6 flies in and of itself regardless based on that, but I think
7 that charge is completely appropriate. There's also a lot of
8 case law which I can cite some on that does not say when you
9 have unfair trade and treble damages that you also have to
10 elect remedies and can no longer have punitives. In fact, the
11 law's very clear that you can have both, and there was a case
12 down in Berkeley County just a few months ago where Judge
13 McFadden published a 20 page order, and I'm happy to give you
14 those citations, but I think it would probably be better served
15 just to wait and see if it's even relevant before the jury, if
16 that even becomes an issue, but ---

17 THE COURT: Mr. Lyle, one second, please. Please
18 continue, Mr. Lyle.

19 MR. LYLE: I was finished, Your Honor. I didn't
20 realize you ---

21 THE COURT: That's quite alright. Mr. VanDenBerg,
22 I'm inclined to go with what the bench book says and just give
23 these charges as they remain.

24 MR. VANDENBERG: We're fine, Your Honor.

25 THE COURT: Yes, sir. I'm having my clerk get

1 copies of what I have drafted with regard to Unfair Trade
2 Practices Act, I want to make sure we get this right or at
3 least as much as we can. So I'm trying to think about
4 scheduling a little bit. I'd like to bring the jury in when we
5 can, not yet, to give closings then of course, we will, well,
6 no, I'd like to charge them then. So we'll just wait a few
7 minutes until I can get the, we'll charge them then we will,
8 and I think we talked about yesterday, we will break for lunch
9 and then they can begin to deliberate as soon as they get back
10 from lunch. Is that what we briefly outlined yesterday?

11 MR. LYLE: Your Honor, I'm fine with however you want
12 to run the schedule. I ask if we turn it over to them and they
13 are provided lunch, then I found that sometimes they can kill
14 two birds with one stone and we are possibly able to leave
15 earlier, but I will say whatever Your Honor would like to do.

16 MR. VANDENBERG: We defer to Your Honor.

17 THE COURT: Unfortunately, yesterday we provided
18 lunch for them and didn't make preparations to do that today.
19 I did not address your directed verdict motion for breach of
20 contract ---

21 MR. VANDENBERG: Yes, Your Honor.

22 THE COURT: --- I'm denying that.

23 MR. VANDENBERG: Yes, Your Honor.

24 THE COURT: So we will proceed. The only thing then
25 that is not going forward is the ouster and I do, but I do you

1 need to read, read what I put together on Unfair Trade
2 Practices Act. Let's review for a second what we've got so I
3 can make sure that I am not missing anything even though, of
4 course, I will ask after they leave if there's anything that I
5 missed. I'm amenable to changes in things if you need.

6 MR. VANDENBERG: Thank you.

7 MR. LYLE: Thank you, Your Honor.

8 (Off the record.)

9 MR. LYLE: Judge, we're fine with this charge.

10 THE COURT: Mr. Lyle, do you have any objection to
11 Mr. VanDenBerg's intervening cause charge? On his, Defendant's
12 proposed request to charge is what's on page 3 of that
13 document?

14 MR. LYLE: Let me pull it up again, Your Honor. I
15 don't have any problem with it, Judge, as long as the other
16 ones are in there with agency and respondent ---

17 THE COURT: Yes, sir.

18 MR. LYLE: Yeah. That's fine, Judge.

19 THE COURT: Counsel, I'm going to excuse myself just
20 for a minute, I'll be right back.

21 MR. LYLE: Yes, Your Honor.

22 MR. VANDENBERG: Yes, Your Honor.

23 (Off the record.)

24 MR. VANDENBERG: Your Honor?

25 THE COURT: Yes, sir?

1 MR. VANDENBERG: I have a few requested edits to
2 which you handed us.

3 THE COURT: That's fine, yes, sir. If you will first
4 give me one second. Yes, sir?

5 MR. VANDENBERG: So you refer to our, this, our
6 document, this is our proposed request to charge document.

7 THE COURT: Yes, sir?

8 MR. VANDENBERG: And if you look at page 2, and
9 actually, there's two sentences that I'm requesting to be added
10 to what you've proposed.

11 THE COURT: Yes, sir?

12 MR. VANDENBERG: So one section would be I found on
13 page 2 and then the other one on page 3.

14 THE COURT: Alright.

15 MR. VANDENBERG: So if you revise your version, so
16 after the first sentence where you say Plaintiff claims that
17 the Defendant committed unfair trade practices and then if you
18 insert there the paragraph, I draw your attention on page 2,
19 this is the second full paragraph from the bottom, so the
20 paragraph that starts the act or practice must be unfair and
21 deceptive whether an act or practice is unfair or deceptive
22 within meaning the act depends upon the surrounding facts,
23 etcetera, etcetera through that entire paragraph. Continuing
24 with your proposed, and then you go on to define the unfair, so
25 a trade practice or act is an unfair trade practice or act if

1 an offense establishes both policy, etcetera, etcetera, this
2 does not include through the end of your proposed paragraph.
3 And then at the end of your first proposed paragraph, insert,
4 if you turn to page 3 of our proposed, and this is drawn from
5 section 34-3 the second paragraph, the one that starts a
6 deceptive act or practice is one, that entire, those two
7 sentences. So I think then you both define, I guess, you
8 identify that it requires, it's either an unfair or deceptive
9 act and then you go on to define what an unfair act is and then
10 you also then define what a deceptive act is.

11 THE COURT: Let me make sure I've got that. I
12 certainly, first of all, Mr. Lyle, did you follow
13 that?

14 MR. LYLE: I followed him saying it, I'm still having
15 to do the gymnastics of flipping between those.

16 THE COURT: Okay. Well, Mr. VanDenBerg, as I
17 understand it, and I may need you to go through the third
18 paragraph. Let me ---

19 MR. VANDENBERG: Yes, Your Honor.

20 THE COURT: --- kind of try and repeat what you said
21 and you tell me if I'm incorrect. At the end of the first
22 sentence, my first sentence, Plaintiff claims that the
23 Defendant committed an unfair trade practices act, excuse me,
24 committed unfair trade practices. You would like me to insert
25 on page 2 of your proposed changes, the act or practice

1 complained of, through that first, through the remainder of
2 that paragraph?

3 MR. VANDENBERG: Yes, Your Honor.

4 THE COURT: Mr. Lyle, are you with me on that?

5 MR. LYLE: I am, Your Honor.

6 THE COURT: And I'll give you a second to tell me
7 what you think about that.

8 MR. LYLE: I don't really care, Your Honor, that's
9 fine.

10 THE COURT: Okay. Now, Mr. VanDenBerg, you want me,
11 I'm going down to your second, and what I heard you say, I
12 thought, is on page 3, section 34-3, would you like me simply
13 to insert that paragraph a deceptive act or practice as one?

14 MR. VANDENBERG: Yes, Your Honor.

15 THE COURT: And where would you like to put
16 that?

17 MR. VANDENBERG: At the end of your first paragraph
18 that ends what is called puffing, and then insert that
19 definition of a deceptive act or practice.

20 THE COURT: Okay. Mr. Lyle, what do you think about
21 that?

22 MR. LYLE: I don't think it's necessary, Your Honor.
23 I think it's very out of place, I don't know where you would
24 put it.

25 THE COURT: Well ---

1 MR. LYLE: I think your original charge is fine with
2 me, if he wants to insert the first paragraph, that's fine,
3 this one's not really, it doesn't flow naturally with the rest
4 of your charge, so I would ask you to keep that second part
5 out. There's no citation in any case in Mr. VanDenBerg's
6 request. I've got in my proposed charge or in your proposed
7 charge, Your Honor, you do have all the cites to Albert Oil
8 versus Marathon Oil, and Burbach v. Investors Management Corp.,
9 you cite the cases that I think are on point. Mr. VanDenBerg's
10 does not cite any cases.

11 THE COURT: But it just seems to be a definition of
12 what a deceptive act is.

13 MR. VANDENBERG: Your Honor, these are pulled from,
14 the cite is, the text that I cited from is, you know, Judge
15 Anderson's is the South Carolina Request to Charge, second
16 edition, updated version from 2016, this is Judge Anderson's
17 book.

18 THE COURT: Yes, sir.

19 MR. VANDENBERG: And so these are now quoted
20 excerpts, what I had originally proposed were the full sections
21 of those, those respective sections, but ---

22 THE COURT: Mr. Lyle, I'm going to give that
23 ---

24 MR. LYLE: That's fine, Your Honor.

25 THE COURT: --- additional, that satisfies all

1 of my concerns about definitions of what these terms are for
2 the jury.

3 MR. LYLE: That's great, Your Honor. Thank you,
4 sir.

5 THE COURT: Alright. I'm almost afraid to ask if
6 there's anything else.

7 MR. VANDENBERG: We were about to break?

8 THE COURT: Of course, of course. I think that's
9 appropriate and let's take 10 minutes and I'm going to sit
10 right here. Yes, sir?

11 MR. LYLE: I did have a proposed verdict form, you
12 haven't asked that, but we're so close to it. I took one that
13 I had altered, or I had one that I presented to you, in the
14 meantime since Your Honor's ruling, I had the clerk kind enough
15 to print three copies of the amended one now to remove the
16 unlawful ouster action.

17 THE COURT: Did he get that to us?

18 MR. LYLE: He handed it to me, if I can
19 approach?

20 THE COURT: Of course.

21 MR. LYLE: Once we're done with the charge, in my
22 experience, Judge, sometimes the trial Judge likes to hand the
23 verdict form to them during the closure of their charge.

24 THE COURT: Mr. VanDenBerg, if you need to go, we can

25 ---

1 MR. VANDENBERG: Oh, no, I'm fine. I was requesting
2 before we hunker down for the next period of time, that's all
3 I'm saying.

4 THE COURT: Well, I want to hear what you all have to
5 say, and I appreciate your amendment. Any thoughts?

6 MR. VANDENBERG: Your Honor, the only issue we have
7 is just the charge related, excuse me, the verdict related to
8 punitive damages. I think, I mean, how does Your Honor
9 typically handle punitive damages when they're requested in a
10 case?

11 THE COURT: I don't ---

12 MR. VANDENBERG: So I would be, you know, more
13 comfortable with this, you know, if the jury, you know, so you
14 instruct the jury and I don't know when the verdict when you
15 typically, you know, present the verdict forms, but if they
16 contemplated this case and, because it's almost like they're,
17 it's, you know, give them something and they just, you know,
18 fill it in without first deliberating and considering and then,
19 you know, once they've come to a verdict, then you give them
20 something to, I mean, whenever, but my concern about the
21 punitive damages is, you know, I like when a jury says, you
22 know, we've thought about this, we have a question, can
23 we hear that instruction again about, you know, punitive
24 damages.

25 THE COURT: Yes, sir.

1 MR. VANDENBERG: And then in that situation, so
2 they've already contemplated, they've given consideration to
3 the charge, they want a better understanding of what punitive
4 damages is and then, you know, if it's, and as the instruction,
5 you know, articulates, you know, and not, you know, just boil
6 down to just if you find that the actual, and you know, there
7 was clear and convincing proof of what, they hear the entire
8 charge again and they say oh, this conduct was this and that
9 was clear and convincing evidence of that then punitive
10 damages.

11 THE COURT: So you would like me to do, just not give
12 them the verdict form until they've ---

13 MR. VANDENBERG: I think that ---

14 THE COURT: --- made a decision?

15 MR. VANDENBERG: --- definitely that, I think, yes.
16 Withhold the verdict form, let them deliberate and then if
17 they, you know, if there's questions about punitive damages
18 after they kind of sort of more or less made up their mind to
19 just now they need to figure out how do we need, you know, is
20 there a form we fill out to, you know, to hand to you with our
21 verdict. Then they've already considered this, if they have
22 questions about damages, you know, specific questions about,
23 you know, any type of damage, you know, Mr. Lyle, I'm not sure
24 what his closing's going to look like, but during his opening
25 he articulated a number of different damages for them to

1 consider as they heard the evidence. And so now, you know,
2 it's, I prefer not to make it just like, you know, a forgone
3 conclusion that there's, as it might suggest there's some
4 amount of punitive damages, let them think about it, get the
5 form and then carry forward with filling it in.

6 MR. LYLE: Your Honor, if I may respond very
7 briefly?

8 THE COURT: Yes.

9 MR. LYLE: It sounds like Mr. VanDenBerg's asking you
10 to bifurcate this trial which as Your Honor would be aware he
11 should have done a long time ago and not have the issue of
12 punitives brought up after a verdict and a deliberation. And I
13 would point out on this verdict form, it says if Plaintiff
14 proves his damages, I think this is a very defense friendly
15 verdict form because I did not want to have back and forth
16 exchange, in fact, I think it's very defense friendly in that
17 it further highlights the standard that they have to meet in
18 the question, I could have left that out and just relied on
19 your charge, but then it also gives the opportunity to say no.
20 So I don't really understand what he's asking other than it
21 sounds like he's, and I certainly would vehemently object to
22 you not giving them the verdict form until they deliberate.
23 I've never seen a trial Judge not talk about the verdict form
24 in his final moments of his charge and then handed the verdict
25 form. So I just, I'm not sure other than maybe he's asking to

1 bifurcate it, which that issue's long gone, it should had been
2 brought up well before the jury is sworn in.

3 THE COURT: Am I correct, strike that. I understand
4 your point, but I'm ---

5 MR. VANDENBERG: Thank you, Your Honor.

6 THE COURT: --- inclined to give them, do you have
7 any objection the content of the verdict form?

8 MR. VANDENBERG: I don't know, I mean, it's, the
9 issue about punitive damages, I mean, it's just, you know, I
10 don't know how to, and I understand what Mr. Lyle's saying, but
11 I just don't know how to address the issue of punitive damages.
12 We're not asking, you know, that's never been an issue, we're
13 not asking for, you know, for two separate trials here
14 ---

15 THE COURT: Yes, sir.

16 MR. VANDENBERG: --- we just, we just want to make
17 sure that the jury's doing their job, and they're not confused
18 by, you know, by this and..

19 MR. LYLE: If Your Honor thinks there's a better way
20 to ask this question that's less confusing then we'll defer to
21 the Court.

22 THE COURT: I'm trying to figure out a better way.
23 Let me ask this question. Now, under the unfair trade
24 practices, if they were to find that your client is liable,
25 that's just three times the actual damage. So punitives are

1 not an issue with the Unfair Trade Practices Act claim, is that
2 correct?

3 MR. VANDENBERG: Correct. I mean, as Mr. Lyle
4 correctly articulated it, it's an either or, it's, you know, if
5 you get, I mean, if there's already enhanced damages, you can
6 choose between the enhanced damages under the act, and that's
7 at your discretion, that's not for a jury to consider. Or
8 punitive damages which is separate, so that if they get
9 punitive damages then, you know, that's off the table, my
10 understanding from your award of treble damages. So if they
11 don't find for, you know, if there's punitive damages and you
12 similarly don't feel there's treble damages, then it's not an
13 issue, if you feel there's treble damages, that's at your
14 discretion.

15 MR. LYLE: Your Honor, that's not at all what I
16 articulated, in fact, it's quite the opposite. I have an order
17 from Judge McFadden on a trial in Berkeley County earlier this
18 year. It simply says you can award treble, and you can award
19 punitives, this is not an election of remedies, it's never been
20 raised until now and I'm happy to cite these cases for you, but
21 maybe again that might be mute, maybe it's worth seeing what
22 the jury does before we do all that speculative arguing. But I
23 disagree that I had said that it's an either or, that's not at
24 all what I said. In fact, I printed this case this morning in
25 anticipation of this, I know I would not have said that.

1 THE COURT: I'm going to give the jury, the verdict
2 form to the jury as they need ---

3 MR. VANDENBERG: Thank you, Your Honor.

4 THE COURT: I appreciate those arguments. You need
5 some time before we get started?

6 MR. VANDENBERG: Oh, no, just a break, just a few
7 minutes, five minutes.

8 THE COURT: Let's try to come back within 10, but if
9 you get back within 5, we'll start then. Same for you, Mr.
10 Lyle.

11 MR. LYLE: Thank you, Your Honor.

12 (Off the record.)

13 MR. LYLE: I'm ready. I will ask the clerk, if he's
14 available, to give me power to the screen, so I will need him
15 before we get started.

16 (Off the record.)

17 THE COURT: Mr. Lyle is not here, but this is another
18 note. Yanis, Mr. Clerk, the answer's yes.

19 CLERK: I didn't read the note.

20 THE COURT: Oh, I'm sorry, you don't know. Mr.
21 VanDenBerg, I, Mr. Lyle, hi, I got a note from the jury. They
22 would like to be provided lunch due to the delay in the
23 proceedings. Now, I'm going to take the delay, don't worry
24 about that. But I will, we'll get them lunch, and any
25 objection to them deliberating over lunch?

1 MR. LYLE: No, not at all.

2 MR. VANDENBERG: No, Your Honor.

3 THE COURT: Good enough. If you will get their
4 orders.

5 CLERK: Yes, sir.

6 THE COURT: As soon as they can give you the orders,
7 we can get started.

8 (Whereupon a jury note was submitted as Court's Exhibit
9 number 2 for identification and entered into evidence.)

10 (Off the record.)

11 BAILIFF: Court come to order, please remain seated.

12 THE COURT: Everybody ready?

13 MR. LYLE: We're ready, Your Honor.

14 MR. VANDENBERG: Ready, Your Honor.

15 THE COURT: Let's get going then. Thank you.

16 (Jury entering Courtroom.)

17 BAILIFF: Jury is seated, Your Honor.

18 THE COURT: Thank you. Good morning. This morning
19 about 4 am I had a medical device go off, so that took me some
20 time to get straightened out. But then I get to the office and
21 none of my computers in the office worked, that meant that I
22 didn't get out to start with the lawyers until a little late.
23 They were incredibly efficient, and we were able to resolve our
24 issues. But please place all the delay on me and my medical
25 device and the fact that the computers don't work. But I do

1 want to tell the foreman good call on lunch. But it's good to
2 see everybody. I think we are ready to begin. We are about to
3 have closing arguments. Ladies and gentlemen, the parties have
4 presented their evidence in this case, it is now time for the
5 attorneys to make their closing arguments. Now, the arguments
6 of the attorneys are not evidence in this case, their
7 statements and arguments are meant to help you understand the
8 evidence and apply the law to the evidence. You should
9 disregard any remark, statement, or argument which is not
10 supported by the evidence presented during the trial or the law
11 that I will explain to you after the arguments. Mr. Lyle?

12 MR. LYLE: Thank you, Your Honor. May it please the
13 Court?

14 THE COURT: Of course.

15 MR. LYLE: Good morning, ladies and gentlemen of the
16 jury, I will do my best to make this brief and succinct and be
17 cautious of your time. As I told you in the opening, this is
18 an important case, it's very important to Mr. Postell and his
19 mother, it's important to The Rowan Apartments and it's
20 important to Richland County. And so if you'll bear with me,
21 I'll be as brief as I can, but I do need to cover a good bit of
22 territory, so I'd ask you for your attention for one last
23 hoorah. When we started this case, I told you that this case
24 was about systemic failures and it was about a Defendant
25 blaming the house of cards on the porter, Mr. Carlton Brown. I

1 told you a definition of what a house of cards was, and I would
2 submit to you that you've heard for the last, unfortunately,
3 three and a half days a good bit of testimony that I would
4 submit to you is the quintessential systemic failure. Numerous
5 employees failed to follow policy, a former property manager
6 showing up and saying that there was this blatant disregard for
7 any and all rules for self-gratification and just doing
8 everything they could to throw her under the bus, yet only one
9 employee was fired. Now, I also told y'all about my short time
10 in New York City as a lawyer, that's actually true, didn't make
11 that up. What I didn't tell you about that part of the story
12 though is the importance of context and damages. And why am I
13 telling you that, why is context important? Because each of
14 you have your own collective life experiences of what makes it
15 hard or makes it easy or hey, I can put up with that. A great
16 example I'll give you is a pastor at a church I went to gave a
17 story a long time ago talking about Devonte Smith, played the
18 Alabama Crimson Tide, now he's an NFL receiver. And he
19 basically said Devonte Smith has a 42 inch vertical, he runs a
20 4340. Now, he worked hard, but do you think I could work
21 really hard if I just stopped practicing law and said I'm going
22 to work on my vertical, you know, you think I can get to 42
23 inches on my vertical? No. God given talent was just gifted
24 in him. And so some of us respond to things in other ways, I
25 was just joking, I'll tell this story real briefly, I wrestled

1 all through high school and college, but I did play basketball
2 as a kid and I played basketball all the way until about 8th or
3 9th grade. And when I was a six, seven, eight year old, I was
4 a big fan of the NBA, I just assumed when I was done growing
5 that I was going to be able to dunk a basketball, I truly did.
6 In my heart of hearts as an eight year old, I thought once I
7 finish growing, I'm going to be able to dunk a basketball. Na,
8 never got close to it, the Lord didn't grant me with those
9 genes. So how we respond to adversary or how we respond to the
10 circumstances we're in has to be looked at through the context.
11 And so when I talk about the damages, I talk about the
12 noneconomic damages that you'll hear me talk about, I want you
13 to remember back to that story about on the subway car in New
14 York City because when you have the proper context of damages
15 like I did on that subway car, when the father finally
16 explained to the guy sitting next to him that he just left the
17 hospital where his wife had a terminal illness, and how he had
18 to explain that to his three kids, what do you think happened?
19 The word got around really quickly and there were about 40, 45
20 people on this tram car, subway, and what do you think they
21 did? Do you think they kept thinking this dad's absent,
22 checked out, what a jerk? Somebody started playing with one
23 kid, another mother pulls out a little bag of Cheetos and
24 starts feeding the kid and all of a sudden, they come around as
25 a community and they say we now understand what was an

1 appearance of one thing is really something else and we're
2 going to come together and make it better. So I want to talk
3 about the context of these damages when you got a 19 year old
4 who's three hours away from home, an only child to a single
5 mother who comes into his apartment after driving from Georgia
6 and walks in and sees a cleaned out apartment, when y'all are
7 starting to discuss damages and we're going to go through this
8 in a little bit, I want you to think about what's going through
9 that 19 year old's head. And so as you sit here as a maybe 35,
10 40, 45 year old who's gone through a little more life, you
11 might say hey, life throws you some hard punches, I've dealt
12 with it, I want you to think about the context of his damages.
13 Now, what's interesting about this case is I'm not yet still
14 sure there's been admitted liability. Maybe Mr. VanDenBerg
15 will say they're sorry, I've never heard it once in this case,
16 in fact, I submit to you that the last four days of sitting
17 through this is just a small sampling of what Jamahl and
18 Shawndolena dealt with for over two years, over two years. But
19 I'd be remiss if I didn't point out that on August the 7th at
20 6:52 pm, Katie Floyd writes an email to Ms. Arnold and says
21 good evening, and then she says all items from 3007A were
22 removed, unfortunately they removed items and not stored
23 correctly and only some items have been recovered at this time.
24 Now, I will point out when you guys go back with these
25 exhibits, I want you to really briefly look at the email right

1 here and I want you to look at Katie Floyd's report that was
2 authored at about 2:30 or 3 pm on August the 7th. In other
3 words, three and a half hours before she writes this email to
4 Shawndolena, in that report, there's some scathing reports
5 about getting cussed out by this guy and insubordination here
6 and, you know, coach had lost a locker room, basically. But
7 yet she's not very straight up with Shawndolena in this email,
8 she says they were not stored correct. But she admits what's
9 the number we've been talking about all along? So when you
10 guys are deciding that there's some kind of a liability on
11 behalf of the Defendants, remember that two days after this
12 happened, this is what Katie Floyd who sat in front of you
13 yesterday for a good amount of time, this was her words. So
14 let me briefly go over these parties again for you. This is
15 The Rowan, this is their website that likes to talk about the
16 future invests here. If you'll recall you heard that they have
17 communities in 20 different states, 250 plus communities that
18 they've managed in the nation. They do management, they do
19 consulting for all these various assets. They talk about their
20 expertise is your advantage, formed in 2003, they've been in
21 business for 21 years and yet they still had no clue what they
22 were doing in this situation, still had no clue how to handle
23 mistakes by numerous employees, had no clue how to hire, train,
24 supervise, it's an absolute crap show. This is in your
25 evidence when you go back and look about this company, I want

1 you to think about that. So who was The Rowan. Again, you
2 heard 1002 beds, you heard that they've got 50 plus assets
3 nationwide, you heard that Terrance Jackson was a manager who
4 had quit or moved on and there was a period of time where they
5 had no property manager and Katie Floyd was brought in to very
6 quickly point the finger at the previous regime. You heard
7 about turn is hectic, in fact, you heard organized chaos. And
8 I would ask you to call upon your good judgement in remembering
9 what Katie Floyd said during the longwinded direct with Mr.
10 VanDenBerg where she said that there was integrity problems in
11 the turn board. She conveniently forgot that when I asked her
12 on cross, but there was problems with the integrity of the turn
13 board. You also heard they're not licensed from Ms. Hinton,
14 you heard about at least four of five employees not following
15 policy, it's chock full in Ms. Floyd's report. And then you
16 heard about the inconsistencies and testimony of what really
17 happened. And you're going to hear, or you have heard about
18 this repeated behavior, and then you also heard from Ms. Hinton
19 via video that Campus Advantage was fired by the landlord for
20 this poor performance. So what was the timeline on this.
21 Again, it's undisputed, it's in the evidence right here that
22 will go back to you when you deliberate that on July 6th Mr.
23 Postell signed and renewed his lease. Mr. VanDenBerg's rested
24 on his case, you heard him mention of a transfer lease from
25 Katie Floyd, make sure you look for that and pay attention to

1 what you don't see in this evidence. There was an email from
2 Ms. Arnold raising concern, there was an email back from Katie
3 Floyd confirming, no, you're good. There was a pre-turn
4 meeting where they purportedly went over all this organization
5 for how they're going to do all this right. And then you had
6 the unauthorized entry and removal of Mr. Postell's property on
7 July 25th, you had the trash out where more items were taken on
8 the 28th, Jamahl returns on the 5th of August. Katie Floyd
9 sent the email on the 7th, and when you look through those
10 emails, Ms. Arnold is still waiting on August 23rd. Katie
11 Floyd tried to say that there was emails from me. Go ahead,
12 look through all the evidence, make sure you see what, who
13 operated in good faith throughout this whole process and ask
14 yourself what was the reasonable approach, what was the
15 reasonable reaction. So let's talk about these third
16 communications. I just mentioned this one, July the 14th, Ms.
17 Arnold says Ansel Postell has renewed his lease, not he's
18 considering transferring, not he's looking at signing a
19 transfer renewal or whatever these different terms are, this
20 was clear and unequivocally as to what the intentions were. So
21 what were these inconsistencies in testimony? I have these
22 four for you, again, these are all here in evidence.
23 Christopher Lewis says that Jamahl is a renewal, Katie Floyd
24 says he's listed as moving out then she says, I believe he's
25 listed as a transfer. Well, Melissa Hinton says he's renewed

1 in the system, Ashanti Young says he's not renewed on our
2 sheet. So what was this? This was the Teams message from
3 Christopher Lewis, mind you, this is also when he's messaging
4 other Teams members at The Rowan while Jamahl's standing in
5 front of him on the other side of his computer screen just
6 having had his entire contents of his life removed and taken
7 from him. And it says on the top line, he is a renewal,
8 Christopher Lewis' message, he is a renewal. So yeah, we'll
9 give that a thumbs up, he's a renewal, that's what he was,
10 right? What about Katie Floyd, July 21st, system which you're
11 referring to being Campus Advantage computer software has Mr.
12 Postell listed as moving out, correct. Also Katie Floyd, I
13 believe the system had him listed as a transfer and therefore
14 his unit was supposed to be vacated, we'll give that one a
15 thumbs down. Melissa Hinton, she says looks like he was a
16 current resident, yes, so we'll give that one a thumbs up, he's
17 renewed in the system. And then Ashanti Young, this is also on
18 Teams message, you also heard her numerous times reaffirm he
19 was not marked as renewed on me and Carlton's list the day we
20 went in. Now, I'll also point out when Ms. Floyd was sitting
21 here, she completely failed to recall what that really meant
22 and thought that was just far too much speculation for us and
23 you guys to know what that really meant even though her
24 testimony was that Ashanti changed her story three weeks later
25 or didn't actually tell Katie what happened until three weeks

1 later. This Teams message was sent on August the 7th, or
2 excuse me this is August 5th, it was included in her report on
3 August the 7th, so we'll give that one a thumbs down. Now, you
4 heard about numerous employees who failed to follow policy,
5 this is also from Katie Floyd's report, Myra, Ashanti, Mike,
6 Trinita, and Carlton were all grouped together on 28 July and
7 worked on trashing out and maintenance in building 3000.
8 During the trash out process policy was not followed regarding
9 bag and tag procedures and all remaining items such as clothes,
10 shoes, and bedding were thrown out. Yet again, only one
11 person, the porter, was fired. So was Carlton a thief, we
12 called him a thief, right? In fact, this is what Katie says,
13 just remind everybody, all, an employee disregarded all
14 policies, all directives, entered into a unit and ultimately
15 stole belongings that he should have no reason to be in he had
16 no approval to be in and he took it upon himself and his own
17 free will to disregard all directions, all rules, all
18 regulations that are explicitly outlined in detail for the sake
19 of self-gratification on his own part. That's a mouth full,
20 but that's what Katie Floyd said of Carlton Brown. Yet a day
21 later at 7:07 pm, Carlton's text message when he's asked do you
22 by chance have the computer or anything else that was trashed
23 out, if so, can you bring it to the office, yeah, I can bring
24 it in, does that sound like a thief? Does that sound like a
25 guy who just disregarded all policies and procedures and just

1 threw caution to the wind and shamelessly went rogue and did
2 his own thing? Yeah, I'll bring it in a minute, or by a
3 preponderance of the evidence or by clear and convincing
4 evidence do you think that someone who's following what their
5 supervisor told them they could do. Also from Katie Floyd's
6 report, Carlton believes he shouldn't be fired because I gave
7 him a bad list of units, and he was only being placed on
8 administrative leave so all the information could be gathered
9 and investigated, I emphasized that all that I needed from him
10 at this time was his work keys. Carlton became distantly
11 irate, and Mike began to explain Carlton did nothing wrong.
12 Who do you think's telling the truth? You guys heard a lot of
13 talk about a police report. It took me a while to figure out
14 the point of the police report, I still don't understand the
15 point of the police report. You heard Jamahl say I didn't
16 think my room had been broken into, I thought this was a
17 misunderstanding, I thought they were going to make it right,
18 why would I get the police involved. Then you eventually heard
19 that maybe a police report is good evidence of somebody putting
20 together a list while it's fresh on their mind and so it didn't
21 give them a chance to maybe go fabricate some things. Well, I
22 want you to look at the time stamp on these text messages that
23 were produced between Jamahl and his mother. That says 9:10 pm
24 on August the 5th, this is not more than an hour or so after he
25 got back from Target. So when you go back and deliberate, you

1 ask yourself who's telling the truth and who's putting together
2 a list while it's fresh on their mind and who's blaming other
3 people two years later saying this is some rogue employee we
4 fired and we did nothing wrong. You ask yourself about the
5 importance of a police report, and I'll submit to you, too,
6 that a 19 year old African American boy in the City of Columbia
7 is scared to call the police, you ask who's more reasonable in
8 making that decision. Three hours away from his home and
9 they're saying he's lying because he didn't file a police
10 report, because he made this list and gave it three weeks
11 later, two weeks later, yet that list that was emailed about
12 two weeks later on a nice Excel spreadsheet had the same dollar
13 amount that was on Katie Floyd's email on August the 7th
14 recapping that conversation. One party's been consistent, the
15 other party's been playing the blame game. This case is about
16 damages, and this is the part where I ask you as the jury to
17 collectively come together and speak on behalf of your
18 community. This is your decision, this is what was recovered
19 that we know of, this, this is it. I'd also point out to you
20 that Ashanti mentioned when she went into the room, she didn't
21 see any of the stuff, but the weighted vest, if you recall,
22 Ashanti said I didn't see the computer, I didn't see the chest,
23 she didn't see some of this stuff. So South Carolina
24 Legislature, I should warn y'all, I didn't go to law school
25 until later, I went to the Citadel and then flew helicopters

1 for the Army for a little while, and so I wasn't really sure
2 what lawyers did and I sometimes used to think that Plaintiff's
3 lawyers were the bad guys and you know, making things
4 complicated. It wasn't until I got into practicing law that I
5 realized this thing's more complicated than it looks. But let
6 me talk to you about the Noneconomic Damages Act because when
7 you sit there and go I'm not sure what that means, I'll tell
8 you that's the law, that's the law of the land. I mentioned in
9 my opening we don't do Leviticus or Exodus with an eye for an
10 eye, we don't go, you know, tear somebody up, we don't go cause
11 mental anguish or suffering on others, we're above that, that's
12 archaic and barbaric, we don't do that anymore. But our
13 legislature has made this the law of the land that we're going
14 to, and it lists out 22 different things, pain and suffering,
15 lost quality of life, loss of enjoyment of life, embarrassment
16 and anguish and I could give you the exhausted list. But the
17 Judge will charge you as to mental suffering, and you are
18 allowed to say we're not going to be vindictive and go cause
19 mental suffering on The Rowan, we're not going to cause that on
20 Katie Floyd or any of these other independent employees. But
21 we are going to acknowledge that this wasn't just an oops, we
22 messed up and oh, we're just going to give you some money for
23 the property we took when for over two years he's sat here and
24 been told he's a liar, for over two years his mother's been
25 told she's a liar. They've been told that The Rowan fired a

1 rogue employee who took it upon himself to disregard all
2 policies, all procedures and just flagrantly disregarded all of
3 our well thought out and well communicated rules, which I will
4 also submit to you, go back and read Katie Floyd's report that
5 talks about people sleeping, people wearing headphones, people
6 not paying attention when they go do the room example, when
7 Rachelle takes them to go walk through an example room, how
8 people are talking over each other, and then she says well, all
9 I can do is report them to HR. But then she can act shocked
10 when somebody's stuff goes missing, their entire room gets
11 cleaned out. And then she can be shocked when we're wondering
12 why we can't make it right. So there's three types of damages,
13 economic damages, noneconomic damages, and punitive damages.
14 Economic damages are things that we can tangibly not really
15 argue over. An example, in a car wreck is what does it cost to
16 fix the car. An example of a property case like this,
17 primarily is, what's the cost of the property. Now, I will
18 tell you that this is not a situation where we said let's go
19 just drum up a bunch of stuff, the list was put together that
20 night via text message and it was further solidified on an
21 Excel spreadsheet. Now, I will tell you that both Jamahl and
22 his mother both testified that that was a collection of items
23 over several years and that it wasn't brand new. So when you
24 the jury go back and deliberate this, it is well within your
25 right to say, you know, that was the cost to replace those

1 things brand new, they weren't brand new anymore, let's
2 diminish them a little bit, you're welcome to do that. I would
3 encourage you if that's what you've collectively agreed to,
4 then come up with that, that's your decision as jurors, you get
5 to decide that unanimously, so on the economic damages side,
6 you decide what that number is. I would submit to you that to
7 replace it as brand new, that spreadsheet says it was
8 \$20,000.00 in property plus \$7,500.00 on a computer. Now,
9 there's a text message that says \$6,500.00 to \$7,500.00, so if
10 you want to do that, you can do that as well. But I'll submit
11 to you that that spreadsheet has a list of economic damages of
12 \$27,500.00. Then you have noneconomic damages which I just
13 talked about, our legislature enacted this rule to say that
14 we're going to acknowledge that not everything can be put into
15 a price tag, that's the only language we can speak. You can't
16 make people apologize, we can't go back in time, we don't have
17 time machines, we can't go back and relive this and do it
18 right, so the only way to talk about noneconomic damages is to
19 acknowledge that our legislature said that is the language that
20 we speak. And I would submit to you that this is your
21 opportunity to acknowledge that this has been two years of
22 calling Jamahl a liar, calling his mother a liar and reliving
23 as a 19 year old three hours away from home left to pick up the
24 pieces. So I would submit to you that there are noneconomic
25 damages. Now, one of the toughest things we do as trial

1 lawyers is try to give you what that number is. It's
2 subjective, you can give him zero, you can give him a million,
3 you can give him whatever number you want for noneconomic
4 damages, that's within the purview of you as a jury. Now, I
5 don't think that's a proper number either of those numbers I
6 gave you, somewhere in the middle. A lot of lawyers like to
7 say well, sometimes it's a multiplier of that, sometimes it's
8 five times that, sometimes it's 10 times that. But I would
9 submit to you that if you want to acknowledge that Jamahl and
10 Shawndolena are not liars and that what they've had to go
11 through is real, you and the jury have a purview to come up
12 with your own number there. And so I'll write something up
13 there momentarily, but the last thing I want to get to which I
14 believe this case is also about, the Judge is going to charge
15 you on the law, there's two different standards of proof,
16 there's a preponderance of the evidence, which is the scales
17 tip ever so slightly. So if you're more than 50 percent of the
18 belief that Jamahl's telling the truth, you're to find for
19 Jamahl, if you're more than 50 percent of the belief that The
20 Rowan did no wrong because Katie Floyd says they fired a rogue
21 employee, then you find for The Rowan. Clear and convincing is
22 a higher standard. If you find by a clear and convincing
23 evidence standard that punitive damages apply, then you're
24 allowed to step in at no longer looking at Jamahl and
25 Shawndolena because punitive damages look squarely at the

1 Defendant. One of the things that's worth pointing out on this
2 punitive damages is whether or not this kind of behavior's
3 happened before and whether it might happen again, and whether
4 or not another apartment complex here in Columbia might repeat
5 this kind of behavior and do this to somebody else. It's one
6 of the few times in our law that you're allowed to lay your
7 eyes upon the Defendant and say, two things, one is I want to
8 send a message to this Defendant and tell them that we agree
9 that what they did was wrong and egregious, and the second
10 thing is I want to send a message to all the other apartment
11 complexes that we don't do this to people's property. And so
12 that's what punitive damages do, and there's a lot of leeway
13 for you to decide how you want to send that message. I would
14 point out again, I asked Ashanti Young in about four or five
15 different questions has this happen before, yes, did it happen
16 while you were at Campus Advantage at The Rowan, yes, in fact,
17 me and Carlton, it happened to us and by the way, Carlton got
18 fired after this, so we know it happened before Jamahl. Campus
19 Advantage knew or should have known that he wasn't the first
20 person who had his stuff taken or lost because of the
21 negligence, because of the willful disregard for its own
22 policies, for its failure to supervise and hire and train its
23 employees. You guys figure out what it was, but that ought not
24 happen absent those kinds of faults, numerous times Ashanti
25 said, yeah, it happened before. So these are the causes of

1 action, and bear with me, I'm getting near the end. Conversion
2 of chattels, unfair trade practices, breach of contract, and
3 negligence. The Judge is going to charge you on the law, he'll
4 read you the different elements for these kinds of things, and
5 it's not short, so pay attention as he charges you these
6 things. Conversion of chattels is basically a fancy way to say
7 they took my personal property. Unfair trade practices, that's
8 a little different standard, the questions you have to ask
9 yourself is whether this effects the commerce, whether it
10 effects the industry or the consumers, in this case, tenants,
11 and whether or not it's unfair or deceptive, and whether or not
12 it's able to be repeated. I would submit to you the question
13 about whether it's able to be repeated generally comes under
14 the context of gosh, could this happen again. But I'll submit
15 to you that the answer is very easy when you say yes, it's
16 already admitted it happened again, it's happened multiple
17 times, that's that question that you'll be read when you get
18 these charges is whether or not it's able to be repeated, and I
19 would submit to you that that's a very easy and clear decision.
20 Breach of contract, there's a really long lease contract right
21 here totaling 42 pages signed by Jamahl, signed by his mother
22 as guarantor. There's a lot of provisions in there, I would
23 submit to you that every contract has a principle of good faith
24 and fair dealing, every contract requires that you follow the
25 law of South Carolina. You heard from Melissa Hinton, and you

1 also heard from Katie Floyd that any time more than \$500.00 of
2 property is taken out of a unit that still has an active lease
3 in place or not, that there's a legal process they're supposed
4 to go through, Katie Floyd admitted that several times.
5 There's a legal process that we're supposed to go through when
6 more than \$500.00 of property remains. Katie Floyd also told
7 you that the community assistants, the other people walking
8 into these rooms, not able to make that determination, they're
9 supposed to call management, they're supposed to call the
10 property manager, yet none of that happened. So I would submit
11 to you that this repeatability is very clear in and of itself.
12 Again, I spoke to you about the burden of proof. The Judge
13 will charge you on that, but you ask yourself on each of those
14 four causes of action whether or not the scales were tipped or
15 whether or not it's clear and convincing as it relates to
16 punitive damages. And again, from a punitive damages'
17 standpoint, this is your opportunity as 12 collective jurors to
18 tell Richland County what it is you believe this community
19 should endure when it relates to these campus housing
20 companies. For example, out of Austin, Texas that managed 50
21 plus communities around the country, this is your opportunity
22 to tell them how you want them to behave, how they operate in
23 this community. I said this earlier, punitive damages are to
24 deter others from similar conduct, it's to compensate for the
25 invasion of rights, the sanctity of one's own home, the

1 sanctity of one's own place where they put all of their
2 contents, all of their property. So you'll read this lease
3 agreement, but you heard that it was \$635.00 per month to rent
4 unit 3007A. You also heard that there's 1002 beds, you also
5 heard from Melissa Hinton that 85 percent of, mid 80s as she
6 called it, 95 percent was the target, but they were around the
7 mid 80s before they got fired for their failure to perform.
8 But I would submit to you that 635 times 1002 beds, just at The
9 Rowan, this is just one of their 50 communities around the
10 country, it's 636,270.00, that's the amount of money that The
11 Rowan generates in one month right here in Columbia at 100
12 percent occupancy. If you want to give them their mid 80s at
13 only 85 percent occupancy which by their standards is poor and
14 gets you fired, but at 85 percent, that's \$540,829.00, that's
15 how much per month that comes into The Rowan at 85 percent
16 occupancy. Now, I want you to think about that when you think
17 about damages in this case. It is within your purview to
18 decide whatever number you want to levy as damages. But one of
19 50 communities around the country managed by this place at 85
20 percent occupancy in one month collects \$540,000.00 in rental
21 income yet they run that kind of operation day in and day out,
22 yet they lose people's property and don't offer apologies other
23 than say yeah, we'll make it right, and then they never do. I
24 gave you this quote at the beginning, John Wooden said you are
25 not a failure until you start blaming others for your mistakes.

1 The last thing I'll leave you with is you have heard a lot of
2 talking by a lot of lawyers in this room, that's the evidence,
3 the testimony that came from that witness stand is the
4 evidence, the lawyers speaking is not the evidence. This is
5 closing argument, this is where we talk about the evidence that
6 you've been given. You've heard from Jamahl who sat in this
7 room for four days, you've seen his mother sit in this room for
8 four days. You haven't seen a single person from Austin, Texas
9 get their rearend in this Courtroom and sit next to Mr.
10 VanDenBerg. They got no interest in looking you guys in the
11 eyes and listening to what you have to say. So you only have
12 one way to talk to them, there's only one way to send a message
13 to Campus Advantage and that's through your verdict, that's
14 through reaching a number that says his property was taken, he
15 was harmed both economically and noneconomically and I would
16 submit to you that that number, put a zero behind it, tell them
17 his noneconomic damages are \$227,000.00. If you think that's
18 high, bring it down, come up with whatever number you want but
19 take those numbers and then add a punitive number if you want
20 Campus Advantage to hear you. If you want them to realize that
21 we don't accept this kind of industry running itself this way
22 in Richland County. I would remind you again y'all have had to
23 sit here and listen to this for four days, three and a half
24 days and I'm sorry, but before you forget that fact, think what
25 Jamahl and Shawndolena have been dealing with with these folks

1 for over two years. I thank you for your time, for your
2 attention and now I ask you to listen to what Mr. VanDenBerg
3 has to say.

4 THE COURT: Thank you, Mr. Lyle. Mr. VanDenBerg.

5 MR. VANDENBERG: Thank you, Your Honor. May it
6 please the Court?

7 THE COURT: Of course.

8 MR. VANDENBERG: Good morning. We're finally at the
9 end, almost. My son recently got a, my oldest, my son recently
10 got a speeding ticket, his first, at least to my knowledge, and
11 he called me immediately and said he was sitting there in his
12 car, the police were writing him a ticket and he said, you
13 know, dad, I'm about to get a ticket, he said what do I do.
14 And my first question was well, were you speeding, and he said
15 yes, but, I said hold on a second. I said were you speeding,
16 and he said yes, and I said okay, so what do you intend to do
17 about it. And so we talked about it, he said, and again,
18 police officer was in the process of writing up the ticket, he
19 was admittedly driving 55 miles per hour in a 45. His but dad,
20 was, you know, I just had got on the highway, I had been on the
21 phone with my wife talking about, you know, his plans for the
22 school year, and so he was trying to justify his behavior, but
23 it came back to the origin there and I said what were you
24 doing, did you break the law, were you speeding, yes. So that
25 accountability is important, and so in our house we talk about

1 the would have, could have, should have and I can almost hear
2 the eye's of my children rolling because every time I say that,
3 that's what they do, they're like, here we go, dad, again,
4 trying to tell us, you know, preach to us about, about
5 morality. I'm a big fan of the Marvel Universe. As a kid I
6 used to read the comic books and when they started making these
7 movies, I've watched them all and I've always been a big fan of
8 Dr. Strange, love Dr. Strange, love reading about him and when
9 they finally made the movie, I don't think they could have
10 picked a better person to be Dr. Strange. And I remember
11 reading in the comic books and when I got to see that on, on
12 the screen, it was, it was like a dream finally come true. And
13 I, you know, Dr. Strange, for those uninitiated and if you
14 haven't seen it, I commit to you this series of movies. But
15 Dr. Strange acquired the green infinity star that gave him the
16 powers to control time, which in and of itself is a great
17 lesson in morality. And you know, if given that power, what
18 would one do with that, what did Dr. Strange do with that, you
19 know, he was able to envision different consequences of
20 different actions. In my son's case, his but and his
21 contemplation of what he might have done differently as we've
22 talked about this, what might you have done differently because
23 this is what he was thinking, what if I had just, you know,
24 taken a longer break, he had just gotten off the highway and
25 stopped at the QuickTrip to get a drink and if he had just

1 stopped for a little bit longer, maybe the police officer, and
2 this is his justification, maybe he would have pulled someone
3 else over and he would have costed by, but he was still
4 speeding. That's the point of it, he was still speeding, he
5 still was breaking the law. So his justification was well, you
6 know, if I could have envisioned, if I could have controlled
7 time and done things differently, what might have I had done
8 differently, you know, to alter the consequences of my actions.
9 It doesn't change what I was doing, but what would I have done,
10 would I have done, you know, some good from this. In his case,
11 you know, would I have continued to speed or would I, you know,
12 slowed down, you know, learned a lesson that this opportunity
13 had presented and maybe slowed down and not been speeding as we
14 tell him all the time. And we have this app on our phone
15 called Life360, and I monitor it that we, and this is our
16 agreement with them that, you know, we give you these, you
17 know, the tools and I have a younger child, too, who just is
18 getting her license, so we talk about these things as well.
19 And this is the agreement we have with you, so we give you
20 these, these, this weapon, this vehicle, the right to use this,
21 but we are going to monitor your behavior as any time, you
22 know, as any Plaintiff's attorney will tell you, if you are in
23 an accident and you have these records on your phone, you can
24 get them, you can see because my wife diligently pays
25 attention. Anytime she has her phone set up to get a warning,

1 whenever there is a unsafe driving condition, she gets an
2 alert. The first thing she does is she texts me and says your
3 son is speeding again, she doesn't pick up the phone and call
4 him and say slow down, she calls me because she knows that at
5 least I, maybe I'd be able to talk sense into him. So with
6 that ability to control time, to affect, you know, possibly the
7 consequences of one's actions, what might we do with that
8 power. Would we choose to do good, go back in time, maybe slow
9 down and change the outcome of some consequence of our actions
10 or might we do, choose to do something differently. You know,
11 maybe dig in deeper, maybe do, continue to do bad, maybe
12 continue to speed, maybe drive faster so you get behind that
13 police officer before he can pull you over and he pulls someone
14 else over. So in this case, what might the parties that are,
15 have been involved now for the past several years, what might
16 they have done differently if given this power to control time.
17 So the Plaintiffs, what might Mr. Postell have done
18 differently. For one, maybe he would have told the truth,
19 maybe when he was presenting his claim as he initially started
20 to do, he enters his room, he knows the belongings in his car,
21 he enters his room, he sees that there are, his room is empty,
22 but he knows, he knows what belongings he had in his vehicle,
23 he knows with some contemplation what was in his room, he had
24 been there over the summer. He saw, he knew what he took out
25 when he left at the end of the school year, he knew what was

1 there when he revisited the July 4th weekend. He maybe needed
2 to think about, you know, what was hanging in my closet. I had
3 a few shirts hanging up, maybe a pair of pants, maybe some
4 dress shoes, maybe there was, you know, some cleaning products,
5 my ironing board, my iron and the list that Ms. Young wrote out
6 and is in evidence for you to review. But instead, as we got
7 into this trial, a different list was presented. The damage to
8 his computer, in the office, you heard Katie, yesterday talk
9 about the need for, with him present to identify whether the
10 computer was working. And she and Mr. Lewis were there in the
11 office when he turned it on and there was, by their observation
12 and he was there as well, that's not what he said when he
13 testified, but what was observed was there was power to the
14 unit, his estimation was maybe the graphics card wasn't
15 working, but he needed some time to evaluate that computer, so
16 it wasn't working as he said it was when he left it. And there
17 was no disregard for that, there was no, you know, we don't
18 know at this point in time what the damage is, but, you know,
19 let's spend some time in evaluating that, so the Plaintiff
20 might have told the truth. They also might have allowed the
21 process to continue, there was a good faith effort on the part
22 of Campus Advantage to listen, await, you know, feedback, there
23 was a promise and reassurance over the couple of weeks between
24 when this incident was discovered on August the 5th, and when
25 ultimately, they decided to hire an attorney, there was an

1 effort to try to await receipts, we're waiting for your
2 receipts, you promised us that you'd be able to deliver
3 receipts, you said you purchased items on your credit card,
4 well, we're just waiting for your documentation to support what
5 you are saying is the claim. So they might have presented
6 receipts, they might have been more patient and might have told
7 the truth. Let's talk about what my clients, what my clients
8 might have done differently, what might Katie had done
9 differently. With this gift of controlling time and now
10 viewing actions in hindsight what she might have done
11 differently. She was presented when she arrived, she, she's,
12 this is her job, she is someone who is brought into a situation
13 like what she experienced where a property manager who is, the
14 general manager who is the, you know, the person on the site
15 who's in charge of this operation, he leaves end of June, she
16 arrives the beginning of July. She knows because she's been
17 through this many times, she knows what she is dropping into.
18 She doesn't know all the details, she doesn't know exactly what
19 is going to happen, but she knows that we're in the middle of
20 turn and anyone who is in this industry who is, who has been
21 through this experience understands what that means. So she's
22 dropped into this situation and she has a lot of things to do,
23 and she, in her estimation, was able to rely she thought, on
24 the integrity of the information that was on the turn list.
25 Now, you heard her spend a lot of time distinguishing between

1 the information that's in their system, but then there are a
2 number of different systems, a number of different
3 applications, but the information that's in the system where
4 the leases are documented, this RealPage system that you heard
5 a lot about, that's where there is integrity in that
6 information. And so you heard them talk about, yes, in the
7 RealPage system, no question, there was a valid lease, this is
8 what you saw in Teams message, there was, you know, this is
9 what they were referring to. We see in the system that he is
10 renewed, yet those lists, this separate document that is the
11 responsibility of someone, it's the general manager and then
12 you heard Katie describe once Terrance left, that baton was
13 passed to Nick Hooser as their regional manager, and then when
14 Katie arrived on July 5th, that baton was passed to her. So
15 she in her situation, her position relied on the information
16 that was passed to her from Terrance to Nick and then to her on
17 July the 5th. She arrives on July the 5th, she is trying to
18 prioritize and figure out what do I do next. So she knew turn
19 was coming up on July, the actual date of turn is coming up,
20 but the turn process is really, it's really never ending in
21 this business, it is, you know, there's a couple of months
22 leading up to the date of turn and then the days and months
23 afterwards where there, you know, the final touches are put on.
24 But essentially, it is an ongoing process, but the most amount
25 of work is done right in that short period of time. But she,

1 what might she have done differently with the knowledge that
2 she had after the fact, what would she have done. She would
3 have gone into the system, RealPage, and said let me go through
4 and spend this time looking through this list, I'm not going to
5 rely on the integrity of this information, I'm going to instead
6 spend this time, this precious time looking through the
7 RealPage system. As she said this is a process, you have the
8 RealPage information on one screen which shows all the leasing
9 information and then here's the turn board. Let me go back
10 through and verify the information that's on the turn board
11 list, she might have done that differently. What about Nick
12 Hooser, Nick Hooser, the regional manager, what might he had
13 done differently, same situation. He might have during his
14 period of time if he had reason to expect that the list that he
15 was passed by Terrance, and you know, and also knowing that the
16 minutia of that scenario where leading up to turn, or excuse
17 me, over the summertime when Mr. Postell had originally decided
18 to move out, was put into a transfer status, so in the RealPage
19 system at one point in time, he showed as a transfer. Then as
20 you saw in great detail, he clarified once he had decided to on
21 July the 6th renew is lease in RealPage, he was showing as a
22 renewed valid lease in RealPage. But because he left before he
23 updated the turn board, before that, he leaves at the end of
24 June, Mr. Postell is still then at that point in time in a
25 transfer status. On July the 6th when he renews, then in

1 RealPage he is renewed, but the turn board when Terrance leaves
2 shows him as transferred, it doesn't get updated. So what
3 might Nick Hooser have done differently with that knowledge, he
4 might have gone into turn board, updated the information for
5 Mr. Postell. What about the higher ups beyond Mr. Hooser, the
6 people who you heard Katie describe were the policy makers.
7 These are the policies when there are allegations of loss of
8 personal property. What might we have done differently in the
9 ownership, what might have they done differently. We have
10 these, you know, our lenders to respond to who honor our
11 financial records when we go in to apply for refinance of a
12 loan, they want to see our audited financial statements or we
13 go to a new lender, they want to see certain records, what
14 might we have done differently. Well, maybe we wouldn't have
15 been such a stickler for our requirements, maybe we would have,
16 in this particular scenario, we would have said we don't
17 require any firm documentation, just take them at their word,
18 send them a check for whatever they say they need and then
19 we'll move on, but that's not what they did. And you heard
20 Katie, in her words she described herself as, as an advocate in
21 the middle, it's like an oreo cookie, she's the cream in the
22 middle, she's advocating for the tenant to Mr. Hooser and
23 others, and she's advocating on behalf of her employer to the
24 tenants. So she's stuck in the middle trying to do her job
25 both serving the people at The Rowan, and serving the people

1 that she reports to. What about Ashanti Young, what might
2 Ashanti have done differently. Ashanti was in the meetings
3 where the policies were discussed, you heard her testify that
4 she didn't hear it and then later on she changed and said yeah,
5 no one told me that, what might she have done differently. She
6 might have been more truthful about that, she also might have
7 followed the policy. When she arrived at Mr. Postell's unit,
8 you know, everyone in that meeting had been told repeatedly on
9 July the 17th, on July 24th, on July 25th, July 26th and the
10 days after there are, this is what we're doing, this is the
11 plan and maybe they didn't appreciate it because of their
12 position, maybe they didn't understand, maybe there was, you
13 know, they either weren't paying attention in the meeting
14 because as you heard testimony, you know, they had headphones
15 on and they were checked out. Maybe they heard exactly what
16 was said and just thought, well, you know, it's a waste of
17 time, maybe this is just one of those rules that doesn't have
18 any consequences, if I just do what I think, I want to do there
19 won't be any consequences. And so maybe that's what Ashanti
20 was thinking, there won't be any consequences, and I'll just do
21 what I think, I want to do because I think that's more
22 efficient. What about Mike Allen, Mike Allen the maintenance
23 supervisor, what might he have done differently. He gets a
24 call from his subordinate, Carlton Brown, who doesn't tell him
25 the truth, so had he said, you know, hey, Mike, I'm in this

1 unit showing up on the list that I was given that shows as it
2 should be vacant, there's some stuff in here, I'd like to steal
3 it, and Mike says, you know, please don't steal it, but that's
4 not the conversation that took place. What Mike was told was
5 hey, I'm in this unit, there's some stuff in here, can we trash
6 it out, and what Mike could have done differently, he could
7 have said no, you know, the policy is because, you know, you
8 were in that meeting as I was, the policy is no trash outs, the
9 policy is hold on a second, either you can call the front
10 office and verify the leasing status by, that's what the policy
11 said, you call the front office, verify the leasing status and
12 if it shows as vacant, oh, by the way, let me just fire up my
13 computer and I can tell you in just a second. You heard
14 testimony, they all had access to RealPage, they had, actually
15 the maintenance staff had that technology on their phones, they
16 could have pulled that up, he could have done that to verify
17 the leasing status, but he didn't. He just answered the call
18 and said go ahead and trash it, don't worry about that, just go
19 ahead and trash it out. So Mike, that's what Mike might have
20 done differently. And what about Carlton Brown, unfortunately,
21 what about Carlton Brown, what might he have done differently.
22 Same possibilities, he might have, he was in those meetings,
23 maybe he was, didn't hear it because he chose to have his
24 headphones on and listen to, he took the, on this field trip he
25 was, you'll see it in the report, he was reminded several times

1 to pay attention, they were talking, or sleeping, so what might
2 he have done differently. Maybe he would have paid attention,
3 heard the same directive, if he didn't hear it, he might have
4 heard the same directive to not do trash outs, to call and
5 verify leasing status, he might have done that differently.
6 And he also might have chosen to not steal Mr. Postell's
7 property, that's the unfortunate consequence, he might have
8 chosen not to do that, but unfortunately he did. And the
9 consequences of that action is like the butterfly effect, we
10 see the consequences of his decision, the unfortunate
11 consequences, here was someone, you heard Katie testify, yes,
12 he was a porter, job description of a porter, he had
13 aspirations to be a maintenance tech, he was working towards
14 that, he had been with The Rowan in good standing for several
15 years. So he had career goals, he wanted to do things with his
16 life, with his career, but in that instant he chose the wrong
17 course of action, he chose to steal Mr. Postell's property and
18 the butterfly effect of that were the series of consequences
19 that resulted. When he, when Ashanti and Carlton entered the
20 unit, there were two, essentially, two categories of property,
21 there was the property that Mr. Brown chose to take and there
22 was the rest. The rest of that property is what you heard Ms.
23 Ashanti Young describe, several shirts, maybe a pair of pants,
24 a couple pairs of shoes that were hanging in the closet, some
25 shoe boxes, cleaning supplies, ironing board, laundry hamper

1 full of coat hangers, all that on her list was what was thrown
2 out. The rest of the contents from what Mr. Brown stole, and
3 he didn't tell, again, he didn't tell his supervisor, he didn't
4 ask for permission to steal, he asked for permission to, what
5 Mike Allen thought was to bag and tag, that was the original
6 estimation of what was happening. And that's why Katie went to
7 the tower to look for the property because that was internally
8 once she started doing her investigation, that was her
9 understanding was where is this property, and you know, she's
10 hearing the feedback from various people, oh, the property must
11 be in the tower, so she goes to the tower to investigate,
12 doesn't find it there, and starts looking around, and you know,
13 as she's making phone calls and touching base with these
14 various individuals who should have this information, calls
15 Mike Allen. He says well, Carlton, you know, check the tower
16 because that's what Mike Allen thinks, he doesn't know, you
17 know, his employee didn't ask, you know, can I throw, you know,
18 can I steal this stuff, he asked him if he could, you know,
19 trash it out which includes bagging and tagging the remainder
20 of his contents. And so then Rachelle, who we didn't hear
21 from, but Rachelle, who had been at The Rowan for a number of
22 years, had a personal relationship with Carlton, she sends him
23 a text message, hey, Carlton, do you have any of these items,
24 he says yeah, I'll bring them up. So he brings up most of the
25 contents, you heard that, that later they found the chair that

1 was also taken from Mr. Postell, the gaming chair. But he
2 brings up the contents that were in his room that he had
3 stolen, and they were the items that you saw, and Katie
4 described as well, but what you saw in that one exhibit was the
5 best picture we have of the contents, but then Katie's
6 description of what was in there. And again, they looked at
7 the computer when Mr. Postell was in their presence, turned it
8 on, it seemed to at least be getting power, but his initial
9 estimation was damage to the graphics card. But the genesis of
10 this, the genesis of the damage was Mr. Brown's intent and Mr.
11 Brown's actions, had he chosen differently we would have had a
12 different outcome here, but that's not what he chose to do.
13 And it's unfortunate, yes, it's a person, he's not here as a
14 Defendant, but he is the one who his actions, and I don't know
15 what he would have done differently, would he have done
16 differently, would he have chosen to follow the policy, I don't
17 know. Would he have maybe found a better way to, to be
18 deceptive at hiding materials that he had taken, I don't know.
19 But the cause of the damages to Mr. Postell were based on the
20 actions of that one individual. Thank you for your time, good
21 luck with your deliberations.

22 THE COURT: Thank you, Mr. VanDenBerg.

23 MR. LYLE: Just a very brief reply, Your Honor. Just
24 maybe one or two minutes at most. So I just sat through what
25 you all sat through in closing, and I honestly have been doing

1 this for a while and I've tried quite a few cases and I'm
2 always a little bit surprised to hear the very late apologies I
3 normally see in a case, you know, for two years, or three
4 years, or four years, we deny all wrongdoing until the trial.
5 We're looking at the jury's about to render a verdict and we,
6 you know what, if you do decide we did something wrong, here's
7 a good number you should come up with. I don't know why I'm
8 shocked, but I just, I just heard more excuses, for 25 minutes
9 I heard excuses, I didn't hear a single apology. In fact, I
10 heard about speeding tickets, I heard about superpowers. You
11 know what, ladies and gentlemen, they don't get it, they still
12 don't get it, sitting here now just through their closing
13 argument they still don't get it. You don't need a superpower
14 to know how to make it right and to do the right thing, it
15 doesn't take a superpower to do that. Nick Hooser, the short
16 14-minute video you've heard, he said we're all human, we all
17 make mistakes. That's right, we're not here saying you should
18 be mistake free, we're saying how you respond and react to a
19 mistake is what matters. You heard that Katie was an advocate,
20 she was an oreo. What did Katie offer you other than tell us
21 that she keeps receipts from gifts from family members and
22 friends so she can update her records. She offered to
23 terminate his lease, hey, you want to get out, we'll let you
24 out, that's what she offered, that was the advocate, the oreo
25 as she put it. I last leave you with this, I wrote some

1 numbers on the board, you guys are the deciders of this, but I
2 want you to know that when you render a verdict, it is not
3 proper for you to think about how it gets paid, who pays it, if
4 it gets paid, and when it gets paid, and again, if it even gets
5 paid. Your job is to do nothing more than to appraise the
6 value of the harm and the harm fits into those three boxes,
7 economics, noneconomics, and punitives. And you have the sole
8 decision of coming up with those numbers. But I leave you with
9 one last thing, since nobody's hear to listen to them, whatever
10 number you come up with, why don't you do me a favor, the year
11 is 2024, whatever number you come back with, and I'd submit to
12 you that \$27,500.00 is the right number of economic damages,
13 whatever number times two, three, four, five, 10 of noneconomic
14 damages would say I'm still hearing you, Jamahl, I'm hearing
15 you, Shawndolena, you've been called a liar for the last two
16 plus years, you went through all this. And then punitives, I
17 would tell you take into account how much rent they get, if you
18 want to cut that number in half, that's fine, you do whatever
19 you want, you double the number, it's up to you. But I would
20 ask you to add 24 cents, whatever number you write, put a point
21 24 on the end of it. And that way when Campus Advantage is
22 hopefully one day doing something, they'll look and go that's a
23 really weird number, what is it. Well, that was the year 2024
24 when we told the fine folks in Austin, Texas that that's not
25 how we handle people's property, that's not how we treat our

1 tenants in the apartment complexes here in Columbia, South
2 Carolina. Thank you for your time.

3 THE COURT: Ladies and gentlemen of the jury, I am
4 about to give you what is known as jury charge. This will take
5 approximately an hour. Does anybody need a break before we get
6 started?

7 JURY: Yes.

8 THE COURT: Alright. Let's take 10 minutes, let's
9 try to be back in 10 minutes and we'll get started with the
10 charge and we'll move from there.

11 (Jury exiting Courtroom.)

12 (Off the record.)

13 BAILIFF: Please remain seated, Court come to order.

14 THE COURT: Okay.

15 (Jury entering Courtroom.)

16 BAILIFF: Jury's seated, Your Honor.

17 THE COURT: Thank you. Welcome back. Ladies and
18 gentlemen of the jury, you have heard the evidence and
19 arguments of both parties. I will now explain the law in this
20 case, Ansel Jamahl Postell, this Plaintiff, versus Campus
21 Advantage, Inc. and EMRES II, South Carolina doing business as
22 The Rowan that I will collectively refer to as the Defendants.
23 The Plaintiff alleges that the Defendants entered his apartment
24 and wrongfully removed his personal property. Under various
25 theories of recovery which I will explain, the Plaintiff

1 alleges that the Defendants owe him damages. I remind you that
2 during this trial, you and I have had certain duties to
3 perform. As the trial Judge, it is my responsibility to
4 preside over the trial of the case, and I also have the duty to
5 rule on the admissibility of the evidence offered during the
6 trial. You are to consider only the evidence before you, if
7 there was any testimony ordered stricken from the record during
8 this trial, you must disregard that testimony. You are to
9 consider only the testimony which has been presented from the
10 witnesses who took the stand, witnesses by way of deposition,
11 any exhibits which have been made part of the record of this
12 case. I have the additional duties to charge you the law
13 applicable to this case. It is your duty as jurors to accept
14 and apply the law as I now state it to you. If you think I
15 have, if you think you have any idea as to what the law is or
16 what the law ought to be and it does not agree with what I tell
17 you the law is, you must forget your idea because you are sworn
18 to accept the law and apply the law exactly as I state it to
19 you. In every case tried in this Court before a jury, the jury
20 becomes the sole and exclusive judge of the facts. A trial
21 Judge cannot comment or make any statement about the facts in
22 the case. Since you are the sole judge of the facts, do not
23 think by anything that I have said during the trial that I have
24 any opinion about the facts of this case. The law does not
25 allow me to have an opinion about the facts. Now, the burden

1 of proof in this case is by a preponderance of the evidence. A
2 preponderance of the evidence simply means the greater weight
3 of the evidence, it is evidence which as a whole shows that the
4 facts sought to be proved is more likely than not true. This
5 can be illustrated by imagining a set of scales where the
6 scales begin, the scales are even. After all the evidence has
7 been presented, if the scales remain even or if they tip even
8 slightly in favor of the Defendant, then the Plaintiff has
9 failed to meet the burden of proof and would not be entitled to
10 recover in this case. If on the other hand the scales tip even
11 slightly in favor of the Plaintiff, the Plaintiff will have met
12 the burden of proof, and you should return a verdict for the
13 Plaintiff. The preponderance of the evidence is not determined
14 by the number of witnesses, instead it must be determined by
15 the greater weight of all of the evidence. Now, there's
16 another standard of proof called clear and convincing evidence.
17 Clear and convincing evidence is the degree of proof which will
18 give you a firm belief as to the facts sought to be proved.
19 This is more than a mere preponderance of the evidence, but
20 less than that beyond a reasonable doubt. Now, there are two
21 types of evidence generally presented during a trial, direct
22 evidence and circumstantial evidence. Direct evidence is the
23 testimony of a person who claims to have actual knowledge of a
24 fact such as an eyewitness. It is evidence which immediately
25 establishes the main fact to be proved. On the other hand,

1 circumstantial evidence is proof of a chain of facts and
2 circumstances indicating the existence of a fact is evidence
3 which immediately establishes collateral facts from which the
4 main fact may be inferred. Circumstantial evidence is based on
5 inference and not on personal knowledge or observation, it is
6 proof that does not actually establish the fact in question,
7 but that asserts or describes something else from which you may
8 either reasonably infer the truth of the fact or at least
9 reasonably infer an increase in the probability that the fact
10 is true. For circumstantial evidence to be sufficient to
11 warrant the finding of fact, the circumstances must lead to
12 that fact with reasonable certainty. The facts and
13 circumstances should be considered in light of ordinary
14 experience and common sense. The existence of a fact cannot be
15 based on speculation, surmise, or conjecture. The law makes
16 absolutely no distinction between the weight or value to be
17 given to either direct or circumstantial evidence nor is a
18 greater degree of certainty required of circumstantial evidence
19 than of direct evidence. It is necessary that you also
20 determine the credibility of the witnesses who have testified
21 in this case, credibility simply means believability. It
22 comes, it becomes your duty as jurors to evaluate the evidence
23 and determine which evidence convinces you it is true. In
24 determining the believability of witnesses who have testified
25 in this case, you may believe one witness over several

1 witnesses or several witnesses over one witness. You may
2 believe a part of the testimony of a witness and reject the
3 remaining part of the testimony of that same witness. You may
4 believe the testimony of a witness in its entirety or reject
5 the testimony of a witness in its entirety. You may consider
6 whether the witness has an interest in the result of the trial,
7 whether the witness is prejudiced toward either the Plaintiff
8 or the Defendant, the opportunity for the witness to have seen
9 the matters and the things about which the witness may testify
10 and the way the witness acts on the witness stand. Now,
11 testimony in this case has also been presented by way of
12 depositions, so you've had live witnesses, and you've had
13 deposition testimony. The deposition is a document where as
14 you have seen here on video tape containing sworn testimony
15 given by a witness outside of Court in the presence of lawyers
16 for each party who may ask questions of the witness. This
17 testimony is entitled to the same consideration, and it is to
18 be judged as to credibility and weighed by you in the same way
19 as if the witness was present and gave the testimony to you in
20 person from the witness stand. It is then for you the jury to
21 determine the effect, value, weight, and truth of the testimony
22 given in the deposition. You must not consider as evidence any
23 statement of counsel made during the trial; statements of
24 counsel do not constitute evidence. Rather, counsel or lawyers
25 are articulating the position and contention of their

1 respective clients, this rule applies to the opening statement
2 of counsel and the closing argument. In our Courts, no
3 distinction is made between corporations and individuals, a
4 corporation is a person in the eyes of the law, a corporation
5 is entitled to the same fair and impartial consideration as to
6 justice by the same legal standards as an individual. The
7 cause of action that the Plaintiff has put forward is called
8 conversion of chattels. The Plaintiff claims that the
9 Defendant converted the Plaintiff's personal property, personal
10 property is anything that is not real estate, conversion is the
11 unauthorized exercise of control over personal property
12 belonging to another person which either changes or excludes
13 the owner's rights to that property. In order to prove
14 conversion, the Plaintiff must first prove that the Plaintiff
15 owned or had a right to possess a certain piece of personal
16 property. The Plaintiff must then show that the Defendant
17 gained control and possession of the property or prevented the
18 Plaintiff from using the property. The Plaintiff must show
19 that the Defendant did this without the Plaintiff's permission.
20 If the Plaintiff expressly or impliedly agreed to or approved
21 the Defendant's taking, use, retention, or disposition of the
22 property, the Plaintiff cannot recover for conversion of the
23 property. Conversion of Plaintiff's property by some third
24 party will relieve Defendant of any liability of conversion.
25 Conversion can arise in three different ways; first, there is a

1 conversion if the Defendant wrongfully gets the property. In
2 this case, the conversion takes place if the Defendant
3 wrongfully gets the property. Second, conversion can occur
4 when the Defendant legally got the property then improperly
5 disposed of it. In this instance, the conversion takes place
6 when the Defendant improperly disposed of the property. A
7 conversion can also take place when the Defendant legally got
8 the property then refused to give it back when asked. In such
9 an instance, the conversion takes place when the Defendant
10 refused to give the property back to the Plaintiff after the
11 Plaintiff asked the Defendant to return the property. If you
12 find that a conversion did take place, you should return a
13 verdict for the Plaintiff with the value of the property taken
14 with interest. You may award the Plaintiff up to the highest
15 value for the property up until the time of trial. Damages for
16 conversion may be reduced if the Defendant returns the property
17 and the Plaintiff accepts it back. If that happens, the
18 damages should be reduced to a small sum or to an amount equal
19 to the reduction in value of the property between the time of
20 the conversion and the return of the property. If you find
21 that the Plaintiff is entitled to damages for conversion of
22 property, you must then decide whether the Defendants' acts
23 were willful, reckless, and or committed with conscious
24 indifference to the rights of others. If so, then you may
25 award the Plaintiff punitive damages. The Plaintiff has also

1 alleged a cause of action under the Unfair Trade Practices Act.
2 The Plaintiff claims that the Defendant committed unfair trade
3 practices. The act of or practice complained of must be unfair
4 or deceptive. Whether an act or practice is unfair or
5 deceptive within the meaning of the act depends upon the
6 surrounding facts and the impact of the transaction on the
7 marketplace, it need not be based on a binding contract. Where
8 a contract exists, a mere breach of that contract is not
9 conduct which violates the act. A trade practice or act is
10 unfair trade practice or act if it offends, establishes public
11 policy or is immoral, unethical or oppressive. This does not
12 include acts, practices, or representations that are nothing
13 more than deal or talk or what is called puffing. A deceptive
14 act or practice is one which has a tendency to deceive, even a
15 truthful statement may be deceptive if it has a capacity or
16 tendency to deceive. The Plaintiff must prove that the
17 Plaintiff suffered actual damages as a result of the
18 Defendant's unfair trade practice or act. In addition, the
19 Plaintiff must prove that unfair trade practice or act affected
20 persons other than the parties to this transaction. The
21 Plaintiff must prove that the unfair trade practice or act has
22 an impact on the public's interests. This may be shown by
23 proof that the unfair trade practice or act is capable of
24 repetition. Here the Plaintiff Postell alleges that the
25 Defendants committed an unfair trade practice or act when the

1 Defendants, without consent, removed all of his personal
2 belongings from an apartment for which he signed a current
3 lease agreement, and for which he paid six months in advance.
4 As such, you must decide whether the removal of the Plaintiff's
5 property from this apartment under these circumstances
6 constitutes an unfair trade practice or act. You may not
7 consider the Defendant's failure to reimburse the Plaintiff for
8 his alleged damages to be an unfair trade practice or act. If
9 you do not find that the Defendant has committed an Unfair
10 Trade Practices Act, you must also determine, if you do find
11 that the Defendant has committed an Unfair Trade Practices Act,
12 you must also determine whether that unfair trade practice or
13 act affected persons other than the parties to the transaction
14 between the Plaintiff and Defendants, so that the unfair trade
15 practice or act affects the public interest. You may find that
16 an unfair trade practice or act has affected public interest by
17 finding that the action is capable of repetition because the
18 Plaintiff has proved that this action or a substantially
19 similar action has been committed by this Defendant at another
20 time. In this case, the Plaintiff claims that the Defendant
21 breached a contract that existed between the parties. In order
22 to recover for a breach of contract, the Plaintiff must prove
23 the claim by a preponderance or greater weight of the evidence.
24 The first thing the Plaintiff must prove by a preponderance or
25 greater weight of the evidence is that the parties entered into

1 a binding contract. In addition, each party to the contract
2 must give some valuable consideration to the other, this means
3 that there must be something that benefits each party. Next,
4 the Plaintiff must show by a preponderance or the greater
5 weight of the evidence that the Defendant unjustifiably
6 breached the contract. The word breach means a failure without
7 written excuse to perform any promise that forms the whole or a
8 part of a contract. A party breaches a contract when that
9 party does not perform as agreed under the contract by failing
10 to carry out a term, promise, or condition of contract. The
11 Plaintiff must prove by a preponderance or greater weight of
12 the evidence that the Plaintiff suffered damages which were
13 approximately caused by the Defendant's breach of the contract.
14 The Plaintiff must prove damages by the preponderance or
15 greater weight of the evidence. This does not mean that the
16 Plaintiff must prove damages to a mathematical certainty or
17 produce evidence of the exact amount of damages suffered,
18 however, the amount of damages cannot be left to guess work or
19 speculation. Instead, evidence presented by the Plaintiff must
20 be enough to allow you to determine the amount of damages with
21 reasonable certainty and accuracy. Damages for breach of
22 contract are those that may fairly and reasonably be considered
23 to arise naturally from the breach of contract itself or those
24 that may be reasonably supposed to have been in the minds of
25 the parties at the time the contract was made. The Plaintiff

1 may not recover damages for breach of contract unless the
2 Plaintiff shows that he had performed his part of the contract
3 or at least was able, ready, and willing to perform at the
4 appropriate time. Actual damages are damages to compensate the
5 Plaintiff and put him as closely as possible in the same
6 position he was in before the breach of contract. In other
7 words, actual damages are the actual losses and expenses which
8 the Plaintiff has suffered because the Defendant breached the
9 contract. Generally, actual damages are the out of pocket
10 costs actually paid by the Plaintiff as a result of the breach
11 of contract and the gain above the cost that would have been
12 realized if the contract had not been or had been performed.
13 Every contract is subject to all of the state law that can be
14 applied to the contract. In other words, the law of South
15 Carolina becomes a part of the contract whether the contract
16 states so or not. This is because everyone is presumed to know
17 the law. There exists in every contract an unspoken but
18 legally enforceable promise of good faith and fair dealing.
19 The Plaintiff has also alleged negligence. The Plaintiff
20 claims that the Defendant was negligent and should compensate
21 the Plaintiff for the injuries the Plaintiff suffered as a
22 result of the Defendant's negligence. In order to prove the
23 Defendant was negligent, the Plaintiff must prove by a
24 preponderance of the evidence or greater weight of the evidence
25 four things. First, the Plaintiff must prove by a

1 preponderance or greater weight of the evidence that the
2 Defendant owed the Plaintiff a duty of care. Next, the
3 Plaintiff must prove by a preponderance or greater weight of
4 the evidence that the Defendant breached that duty by a
5 negligent act or omission. Negligence means that a person has
6 done something that a reasonable person would not have done or
7 has failed to do something that a reasonable person would have
8 done in the same situation. The Plaintiff must also prove by a
9 preponderance or greater weight of the evidence that he
10 suffered damages as a result of the Defendant's breach of his
11 duty. Finally, the Plaintiff must prove by a preponderance or
12 greater weight of the evidence that the damages were
13 proximately caused by the Defendant's breach of duty.

14 Proximate cause is something that reduces a natural chain of
15 events which in the end brings about the injury, it is the
16 direct cause of the injury. To prove that the Defendant's
17 negligence proximately caused the Plaintiff's injury, the
18 Plaintiff must first prove causation in fact, this is proven by
19 showing that the injury would not have occurred but for the
20 Defendant's negligence. The Plaintiff must also prove legal
21 cause, legal cause is proven by showing that the injury was
22 foreseeable, this means that the injury occurred as a natural
23 and probable consequence of the Defendant's negligence. The
24 Plaintiff must prove that some injury from the Defendant's
25 negligence was foreseeable but does not have to prove that the

1 particular injury that occurred was foreseeable, however, the
2 Defendant cannot be held responsible for things which could not
3 be expected to happen. Proximate cause does not mean the only
4 cause, the Defendant's act can be a proximate cause of the
5 Plaintiff's injury if it was at least one of the direct
6 concurring causes of the injury. The Plaintiff must prove that
7 the Defendant suffered actual damages as a result of the
8 Defendant's unfair, excuse me, the Plaintiff must prove that
9 the Plaintiff suffered actual damages as a result of the
10 Defendant's negligence. The negligent person may be held
11 liable for anything which after the injury appears to have been
12 a natural and probable consequence of his act or omission, and
13 it is not necessary that he should have contemplated the
14 particular event which occurred. A Plaintiff must be
15 compensated for any injury caused by a Defendant's negligence,
16 therefore, you must determine whether there is a causal
17 connection between any negligence and any injury. A causal
18 connection exists between the negligence and the injury if but
19 for the negligence, no injury would have occurred or it would
20 have been less severe. Sometimes a Defendant's negligence will
21 combine with other forces, such as an act of nature to bring
22 about a result. The law does not require that a Defendant's
23 negligence be the only cause or the sole cause of the injury.
24 The Defendant must compensate the Plaintiff if one or more of
25 his negligence acts or omissions was an efficient cause of the

1 injury if combined with other efficient causes in such a way
2 that had there been no negligent acts or omissions, the injury
3 either would not have resulted or would not have been as
4 severe. If one of the Defendant's negligent acts or omissions
5 was a substantial factor in causing injury, the Plaintiff must
6 be compensated even if other causes have contributed to the
7 result. In order to hold the Defendant liable, it is not
8 necessary to prove that its negligence was the sole proximate
9 cause of the injury. The Plaintiff is required only to prove
10 that negligence on the part of the Defendant was at least one
11 of the proximate concurring causes of his injury. The test by
12 which the negligent conduct of the original wrongdoer is to be
13 insulated as a matter of law by the independent negligent act
14 of another is whether the intervening act and the injury
15 resulting therefrom are of such character that the author of
16 the primary negligence should have reasonably foreseen and
17 anticipated them in light of attendant circumstances. The law
18 requires only reasonable foresight, and when the injury
19 complained of is not reasonably foreseeable, if you exercise
20 due care, there is no liability. One is not charged with
21 foreseeing that which is unpredictable or that which cannot be
22 expected to happen. Whether negligence appears merely to have
23 brought about a condition of affairs or a situation in which
24 another entirely independent efficient agency intervenes to
25 cause the injury, the latter is deemed to be the direct or

1 proximate cause and the former only an indirect or remote
2 cause. Liability exists for the natural and probable
3 consequences of negligent acts or omissions approximately
4 flowing therefrom. The intervening negligence of a third
5 person will not excuse the first wrongdoer if such intervention
6 ought to have been foreseen in the exercise of due care. In
7 such case, the original negligence remains active and a
8 contributing cause of the injury, the test is to be found and
9 the probable injurious consequences reasonably to be
10 anticipated and not in the number or exact character of events
11 subsequently arising. An agent is a consensual relationship,
12 an agency is a consensual relationship where one person or
13 entity, the agent, acts on behalf of another, the principal,
14 and is subject to the control of the principal. An agent is a
15 person who represents and acts for another under a contract or
16 a relationship of agents. An agent acts by the authority and
17 on account of the principal. A principal is the person or
18 entity represented by the agent and is the source of the
19 agent's authority. An agent may only act within the scope of
20 the authority given by the principal. What the principal does
21 through an agent the law considers to be the act of the
22 principal, therefore, while the agents are acting within the
23 scope of their employment, a principal is liable for any
24 negligent acts or omissions of his agents that proximately
25 cause injury to another person. In order to uphold a principal

1 responsible for the negligent acts or omissions of another the
2 Plaintiff must first prove by a preponderance or greater weight
3 of the evidence that there was an agency relationship. The
4 Plaintiff must also prove that the agent was acting within the
5 scope of authority when the agent caused the injury. Whether
6 the agent was acting within the scope of authority should be
7 determined in light of the surrounding circumstances including
8 written or spoken words, a conduct by the principal which would
9 cause the Plaintiff to believe that the principal consented to
10 the agent acting for the principal. An agent's authority is
11 determined by the scope of the business and the agent has the
12 authority to do what is customary in furthering the principal's
13 business and anything that is reasonably related to furthering
14 business. Unless the Plaintiff knew of restrictions on the
15 agent's authority, the Plaintiff had the right to presume that
16 the agent's authority was what it appeared to be. However, the
17 Plaintiff has the duty to use due care to determine the scope
18 of the agent's authority. Now, a corporation can only act
19 through its agents or employees, therefore, a corporation is
20 responsible for any negligent acts or omissions of its agents
21 or employees while acting within the scope of their employment
22 which proximately causes injury to another person. An employer
23 is liable for the negligent acts or omissions of employees
24 which are within the scope of their employment, and which
25 proximately caused injury to another person. Generally, the

1 relationship of employer and employee is created by a contract
2 either expressed or implied which provides that the employee
3 will act for the employer at the employee's request and
4 direction for the employer's benefit and under the employer's
5 control. The most important element of the employer, employee
6 relationship is the right of the employer to control the
7 employee both as to what work should be done and the way in
8 which the work is to be done. The test is not whether control
9 was actually exercised by the employer or the employee, but
10 whether the employer had the right to exercise control over the
11 employee. The payment of wages, while usual in an employer,
12 employee relationship is not required. Even if the agreement
13 between the parties states that an employer, employee
14 relationship was or was not intended, this does not control, it
15 does not matter what the parties call themselves. If you find
16 that an employer, employee relationship existed, you must then
17 determine whether the employee was acting within the scope of
18 employment when the negligent act or omission was committed.
19 If you decide that the Plaintiff is entitled to verdict, your
20 next step would be to decide how much money the Defendant
21 should be required to pay for actual damages. Actual damages,
22 both economic damages and noneconomic damages are to compensate
23 the Plaintiff for the Plaintiff's injuries or loss and to put
24 the Plaintiff as near as possible in the same position that the
25 Plaintiff was in before the incident occurred. In other words,

1 actual damages would be the actual losses and actual expenses
2 which the Plaintiff has suffered because of the Defendant's
3 negligence. If you award actual damages, you may also consider
4 an award of punitive damages. Punitive damages are intended to
5 punish the Defendant for extraordinary and outrageous
6 misconduct and to prevent the Defendant and others from
7 committing similar acts in the future. Punitive damages can
8 only be awarded when conduct of the Defendant has been
9 something more than mere negligence, the evidence must
10 establish the Defendant's acts were reckless, willful, and
11 wanton meaning that there was a conscious failure to exercise
12 due care or a conscious indifference to the rights and safety
13 of others or a reckless disregard thereof. If you find that
14 the Defendant's conduct was willful, wanton, or reckless, you
15 may award the Plaintiff punitive damages. To support an award
16 of punitive damages the Plaintiff must prove by a clear and
17 convincing evidence that the conduct complained of included a
18 consciousness of wrongdoing at the time of conduct. Clear and
19 convincing is more than just a preponderance or greater weight
20 of the evidence which requires only proof which persuades you
21 that a party's claim is more likely true than not true.
22 Instead, clear and convincing proof is not as high a standard
23 as the burden of proof in criminal cases, which is proof beyond
24 a reasonable doubt. Clear and convincing proof leaves no
25 substantial doubt in your mind. It means the evidence is not

1 ambiguous, doubtful, equivocal, or contradictory. Convincing
2 means persuading by proof or argument causing one to believe in
3 the truth of what is asserted. Clear and convincing proof
4 establishes in your mind not only that the fact is probable,
5 but that it is highly probable. Before awarding punitive
6 damages, you must consider and weigh four elements which may be
7 pertinent to the facts of this case. You must first consider
8 the relationship between any punitive damage award and the harm
9 caused. Any penalty imposed should take into account a
10 reprehensibility of the conduct, the harm caused, the
11 Defendant's awareness of the conduct's wrongfulness, the
12 duration of the conduct, and any concealment. Thus any penalty
13 imposed should bear a relationship to the nature and the extent
14 of the conduct and the harm caused including the obfuscatory
15 damage award made by you. Secondly, any penalty imposed should
16 take into account as a mitigating factor, any other penalty
17 that may have been imposed or which may be imposed for the
18 conduct involved including any criminal or civil penalty or any
19 other punitive damages award arising out of the same conduct.
20 Next, you should consider whether the award and the amount of
21 any punitive damages award may deprive the Defendant of any
22 profits derived from the improper conduct and whether the ill-
23 gotten profits should be properly awarded to the Plaintiffs.
24 Finally, any award of punitive damages must be limited to
25 punishment and thus may not affect economic bankruptcy, to this

1 end, the Defendant's ability to pay any punitive damage award
2 should be considered, however the economic bankruptcy factor is
3 not an absolute bar to an award given to damages. Now, the
4 Plaintiff also claims that the Defendant acted with
5 recklessness, willfulness, and wantonness in that therefore,
6 the Plaintiff is entitled to punitive damages from the
7 Defendant as a result of the Defendant's alleged negligence.
8 Recklessness means a conscientious failure to use reasonable
9 care, a person who is negligent acts carelessly, however, a
10 person who acts recklessly, willfully, and wantonly is not only
11 careless, but is also aware that he is being careless. A
12 statutory violation constitutes negligence per say, and it's
13 evidence of recklessness and willfulness. Punitive damages are
14 sustainable if there's any evidence supporting a violation of
15 statute. Mental suffering, apprehension, shock, freight,
16 emotional upset, humiliation and anxiety either present or
17 expected in the future can be properly considered as an element
18 of damages, the amount of damages for mental suffering cannot
19 be exactly measured. Now, in this case, there was a brief
20 reference on cross examination to insurance, and furthermore,
21 the Court is keenly aware that you might have some question,
22 what about insurance coverage. The issue of insurance coverage
23 for either party is not, should not, and must not be proper for
24 you to consider in reaching your verdict. I charge and
25 instruct you that the issue of insurance is not a proper factor

1 for consideration in reaching your verdict. The question of
2 any insurance coverage whether or not there is any in this
3 matter is not the question before you in this trial. The
4 Plaintiff claims he has been harmed as a direct result of the
5 acts or omissions of the Defendant, your role is to determine
6 whether the Plaintiff has met his burden of proof and whether
7 he has proven his claims. Your verdict might be that Plaintiff
8 has failed to do so, or your verdict might be that the
9 Plaintiff has satisfied his burden and then you are to
10 determine an appropriate monetary amount to compensate the
11 Plaintiff for his damages. How the verdict is paid, by whom it
12 is paid, and by, and what has been paid by any other source is
13 dealt with by other means within the law, and by the Courts.
14 You are only here to set the proper amount of damages, and by
15 attempting to second guess any of these issues, you will have
16 strayed from your duties as jurors to only consider the
17 evidence before you. Again, in reaching your verdict, you are
18 prohibited from considering insurance coverage in any manner
19 whatsoever. Ladies and gentlemen of the jury, there are six
20 possible verdicts which you may find in this case, you will get
21 a verdict form which lists each of these elements that you must
22 consider. There is no significance whatsoever in the order in
23 which I have set out these possible verdicts. It is simply one
24 that must be stated first. All 12 of you must agree on the
25 verdict, your verdict cannot be based on sympathy, passion,

1 prejudice, emotion, or any other consideration not in evidence
2 in this case. Mr. Foreperson, when the jury agrees on a
3 verdict, you'll sign your name as foreperson on the line
4 underneath the jury verdict then knock on the jury room door
5 and inform the bailiff that you have reached a verdict, at that
6 time, we will receive you back into the Courtroom.

7 Occasionally, the jury may have questions. In the event you
8 have a question, knock on the door and ask for the bailiff and
9 we will discuss further what to do with your question. Now,
10 ladies and gentlemen of the jury, there's a legal matter which
11 I must take up prior to you beginning your deliberations, I'm
12 going to ask that you retire to the jury room, you're not to
13 begin deliberating until I tell you to. It may be that I will
14 ask the bailiff simply to give you the verdict form and you may
15 be able to begin deliberating or it is possible that I may need
16 to call you back in, so I just simply ask that you retire to
17 the jury room until you hear further from the Court. And
18 please, because I may need you back within a couple minutes,
19 don't start lunch until we tell you.

20 (Jury exiting Courtroom.)

21 THE COURT: Mr. Lyle, anything, any objection to the
22 charges?

23 MR. LYLE: None from the Plaintiff.

24 THE COURT: Mr. VanDenBerg?

25 MR. VANDENBERG: None, Your Honor.

1 MR. LYLE: And I think we checked the exhibits
2 earlier, but if you want us to look at them again, we can, but
3 I'm happy to have them go back.

4 THE COURT: All of you, you good with the
5 exhibits?

6 MR. VANDENBERG: I reviewed them yesterday, so I
7 think we're fine.

8 THE COURT: Good enough. Now, I do not intend to
9 send these charges back unless they ask for it. And I will let
10 you know if they ask for them. I'm going to get the verdict
11 form back to the jury and tell them that they are able to begin
12 deliberating. Thank y'all so much.

13 (Off the record.)

14 THE COURT: So we got a note from the jury. I don't
15 think it impacts anybody's case, but I think I know what the
16 answer is. Alright. It says the jury is curious if we could
17 have a ballpark estimate of Court slash attorney's fees. We
18 feel this info can help provide a fair, accurate monetary
19 damages estimate should we find liability judgement on a party.
20 We are unsure if we are privy to this info, but wanted to ask
21 in order to maintain accuracy and fairness while deliberating.
22 And it says thank you. And unfortunately, I think the answer
23 to that is no, but I wanted to hear what you had to say.

24 MR. VANDENBERG: That would be, I mean, my answer,
25 Your Honor.

1 MR. LYLE: That's fine, if you could say
2 unfortunately, we can't answer that question. I would
3 appreciate you not doing the, you have all you need to know
4 because I think that's, that's, I think that gives the wrong
5 message without giving a message, so I would prefer you say
6 unfortunately you can't answer that question.

7 THE COURT: Okay. Typically don't we bring them in -
8 --

9 CLERK: Yes.

10 MR. LYLE: We do, I mean, you read their question,
11 you give them your answer.

12 (Whereupon a jury note was submitted as Court's Exhibit
13 Number 3 for identification and entered into evidence.)

14 BAILIFF: Do you want to bring them in?

15 THE COURT: Yes.

16 (Jury entering Courtroom.)

17 BAILIFF: Jury's seated, Your Honor.

18 THE COURT: Thank you. Ladies and gentlemen of the
19 jury I received a question, and our procedure is that I'll read
20 the question then I will answer it. The jury is curious if we
21 could have a ballpark estimate of Court slash attorney's fees.
22 We feel this info can help provide fair, accurate monetary
23 damages estimate should we find liability slash judgement on a
24 party. We're unsure if we are privy to this info but wanted to
25 ask in order to maintain accuracy and fairness while

1 deliberating, thank you. Let me say that I appreciate your,
2 the emphasis, it's obvious to me that you're working hard and
3 you want to be fair. Unfortunately, the law does not allow me
4 to give you that information, and that's purely a legal issue,
5 it has nothing to do with the parties. So please don't be mad
6 at me that I brought you out to tell you that I couldn't give
7 you the information. But I am incredibly appreciative that you
8 are weighing everything and that you are making considerate
9 decisions. If you'll retire to the jury room and again begin
10 deliberating, we would greatly appreciate it.

11 (Jury exiting Courtroom.)

12 THE COURT: Any objections to my response?

13 MR. LYLE: No, sir, Your Honor.

14 MR. VANDENBERG: No, Your Honor.

15 THE COURT: So we'll stand at ease until we hear
16 something more.

17 (Off the record.)

18 BAILIFF: Court come to order. All rise.

19 THE COURT: Please be seated. I understand they've
20 got a decision. Alright. Let's call the jury. Is everybody
21 ready?

22 MR. LYLE: Yes, Your Honor.

23 MR. VANDENBERG: Yes, sir.

24 THE COURT: If you'll call the jury in, please.

25 (Jury entering Courtroom.)

1 BAILIFF: Jury's seated, Your Honor.

2 THE COURT: Thank you. Mr. Foreman, I understand
3 we've got a verdict?

4 MR. FOREMAN: Yes, Your Honor, we do.

5 THE COURT: Okay. If you will hand that to the
6 bailiff, please. Mr. Clerk, if you would publish the verdict.

7 CLERK: Yes, Your Honor. In the State of South
8 Carolina, County of Richland in the Court of Common Pleas,
9 Fifth Judicial Circuit, case number 2022-CP-40-04419, Ansel
10 Jamahl Postell versus Campus Advantage, Incorporated and EMRES
11 II, South Carolina, LLC, The Rowan. Do you find that the
12 Defendants are liable for the conversion of chattels of Ansel
13 Postell's property, yes. Do you find the Defendants, Defendant
14 was unfair or deceptive and violated the South Carolina Unfair
15 Trade Practices Act, yes. Do you find the Defendants are
16 liable for breach of contract for Ansel Postell, yes. Do you
17 find the Defendants were negligent in their duties to Ansel
18 Postell or were negligent in hiring, training, or supervising
19 their employees, yes. If you answered yes to any of the first
20 five questions, also answer the following question. Please
21 state the total amount of damages sustained by Ansel Postell,
22 \$230,000.00. If the Plaintiffs proved that the damage to a
23 clear and convincing standard, please state the amount of
24 punitive damages sustained by Ansel Postell, \$462,500.24.

25

1 Signed, Juror 35, foreperson. Mr. Foreman, was this the
2 verdict of the entire jury?

3 MR. FOREMAN: Yes, it is.

4 CLERK: Thank you.

5 THE COURT: Do the parties wish to poll the
6 jury?

7 MR. VANDENBERG: We do not, Your Honor.

8 MR. LYLE: None from the Plaintiff, thank you.

9 THE COURT: Mr. Clerk, would you bring me that,
10 please?

11 CLERK: Yes, Your Honor.

12 THE COURT: Ladies and gentlemen of the jury, this
13 ends your service. I know it's been a long week, but we
14 appreciate your attentiveness, and we appreciate your, unlike
15 me, being here on time every day. After your service in this
16 trial has ended, you have the right to either refuse to discuss
17 the verdict or to discuss the verdict as much as you want. If
18 you choose to discuss the verdict, you are free to stop any
19 discussion at any point. If the person with whom you are
20 speaking tries to continue a discussion of the verdict after
21 you have stated that you do not wish to discuss it any further
22 or continues to harass you after you've refused to discuss the
23 verdict, you should report that person to the clerk of court's
24 office. Ladies and gentlemen of the jury, I'm going to ask one
25 more time that you return to the jury room for about 10

1 minutes, and I will come back and tell you you are free to go
2 at the appropriate time. Thank you.

3 (Jury exiting Courtroom.)

4 THE COURT: Sir, anything?

5 MR. VANDENBERG: Your Honor, I need a few days to
6 confer with my clients, I fully expect they will intend for us
7 to file a civil trial motion, so if we could at least have the,
8 allow 10 days for me to confer with them and then inform the
9 Court of any post-trial motions.

10 THE COURT: Yes, sir. I think that is fine.

11 MR. LYLE: 10 days is great, Your Honor. Thank you.

12 THE COURT: Anything from you, sir?

13 MR. LYLE: No, that's it. Thank you, Your Honor.

14 THE COURT: Mr. Postell, have you finished school
15 yet?

16 MR. POSTELL: Yes, sir.

17 THE COURT: I wish you the best with your career and
18 I hope that, I just wish you the best with your career. It
19 sounds exciting and certainly beyond anything that I'm capable
20 of understanding. Good luck to you, sir.

21 (Whereupon the hearing ended at 4:01 pm.)
22
23
24
25

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF RICHLAND)

I, the undersigned Lisa G. Amick, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the County of Richland, South Carolina, on the 16th, 18th and 19th days of September 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 5, 2024

Lisa G. Amick

Lisa G. Amick

Court Reporter

My commission expires: June 30th, 2025

CAMPUS ADVANTAGE



TURNOVER PROCEDURES



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TURNOVER



Introduction

Turnover, or Turn as it is referred to in the Student Housing industry, is one of the most critical times of the year. Turn generally occurs three times per year, at the end of the fall semester in late December to early January, at the end of the spring semester in May, and at the end of the summer, usually in the first half of August. August is typically the largest turn, by far.

If poorly planned, Turn can be stressful. If properly planned, turn will still require a great deal of work and some longer than normal hours. But proper planning in advance of the actual turn can keep overtime and stress to a minimum. Ultimately, proper planning will result in a high quality product for our residents. In return, it results in happy residents (and parents) and a higher rate of resident retention. A resident's first day in their new home will be their first impression of our community, their home, and our entire management and maintenance team. That first day can also result in determining if a resident wants to return for another year. Ultimately, each resident that returns the next year, in most instances, results in few rooms and units to turn the next year.

This manual is intended to guide the management and maintenance teams through the steps necessary to properly plan for Turn. It contains policies and procedures that are required of Campus Advantage properties, including status reporting.



Subject: GENERAL POLICIES AND PROCEDURES

The following policies and procedures are required to be followed at all properties.

- **All properties are to compile a turn notebook every year by April 1.** This binder style notebook will contain masters of all forms, the timeline checklist, copies of all bids and contracts, copies of owner approved variances to the budget, and any other information that will be useful for turn.
- **All properties must follow the turn timeline.** In the Forms section of this manual, there is a timeline that is to be printed off and placed in the front of the turn notebook.
 - The GM is to check sign and date when an item is completed.
 - The Regional, at each property visit starting in April, is to review the turn manual and the items that have been noted as completed by the manager, and physically verify that the items are complete. This checklist will be the primary guide to ensure that nothing is missed in preparation for and execution of turn.
 - Some customization may be required. While this timeline is extensive, there may be items unique to a property that must be added.
- **All properties are required to get competitive bids from at least three vendors for each type of service to be contracted.** If you are in a small market and are unable to obtain the required number of bids, the GM is to contact the Regional to discuss alternatives.
- **Only Regionals may sign turn contracts**
 - Every contract, even if a contractor has their own form, must be accompanied by the Campus Advantage Short Term Services Agreement and by a Scope of Work. All Contracts must have a "Not to Exceed" price on them.
 - Turn contracts may not be signed by anyone if they exceed the owner approved budget. The owner must approve, in writing, of any unfavorable variances in advance of contract signature. A Turn Expense Variance Approval Form is to be completed and is to receive Regional and Owner approval.
 - If costs are expected to exceed budget during turn,, prior to approving the vendor to perform the work, the GM must prepare a Turn Expense Variance Approval Form. It must be signed by the Regional and the owner or appropriate owner's representative prior to commencing work.

- **All properties are required to use a turn board to track progress of turn.** An example of one is contained in the forms section of this manual.
- **All properties are required to provide periodic reporting to the regional and vice president regarding the status of turn utilizing a task list in SharePoint.** Exceptions do apply to conventionally leased properties. Consult with your regional manager to clarify that certain reporting is not required on your site.
 - Any property that has at least 25 percent of their units/beds move out and then back in during any given month will be considered to be in a major turn and will be required to report on the status of that turn.
 - This reporting requirement specifically excludes camps due to the nature of the ongoing turnover of these groups.
 - Every property that meets the above criteria will have a Turn Status Task List set up in their SharePoint site.
 - The Task List will be set up by IT by the end of January each year
 - Each site will add target due dates for each task in the list by February 28.
 - Each site will add any items that are unique to that site and that reporting is deemed to be necessary by February 28.
 - The first turn status report will be due on March 31 of each year
 - Turn status reporting will then be required to be biweekly on Fridays through May
 - In June and July, the Turn Status Task List will be required to be updated weekly.
 - Any status item that is past the deadline will require comments in the comment section of the task, including why the deadline has passed, the plan to get the task back on schedule, and the target date for completion.



Subject: TURN TIMELINE AND PREPARATION

The turn timeline is an essential tool in organizing and executing a successful turn. In the turn forms section of this manual is a checklist that is to be the first page in the turn notebook. As each step is completed, it is required that the manager initial off. Regionals and other supervisors are to check the turn notebook at each visit or via email biweekly between February and August, to physically verify what is signed off as completed, and to sign off that it has been reviewed and everything is in order. Anything that is not completed or properly completed has to be done and signed off that it is acceptable.

FIVE MONTHS TO THREE MONTHS PRIOR TO TURNOVER

- Set up task list in SharePoint for reporting. Provide property specific dates and any unique items.
- Manager, maintenance supervisor, and regional begin turn discussions and preparation.
- Manager and Lead Maintenance determine property specific turnover procedures that may vary from these, and obtain regional approval. These should be incorporate into the property's scope of work for each service.
- Start contacting vendors to provide scope of work and request bids. Give interested vendors the vendor information packet.
- Obtain bids from vendors for contract services.
- Prepare for the Annual inspection. Order forms and supplies as necessary.

THREE MONTHS PRIOR TO TURNOVER

- Select vendors for contract services and obtain Regional approval on contracts.
- Complete contracts with vendors and send to Regional Manager to execute. If over budget, owner approval required before full execution.
- Conduct and complete the annual inspection by the end of the month.
- Confirm tile type, paint colors, carpet color, appliance types, furniture provider, etc.
- Order anticipated furniture needs and maintenance supplies based on the annual inspection including:
 - Furniture/ replacement pieces (must be ordered by May 1 for August turnover and by February 1 for May turnover)
 - Vinyl tile
 - Key blanks/fobs/cards
 - Access cards
 - Cleaning supplies
 - Sheetrock materials
 - Paint

- Make ready board
 - Light bulbs
 - Drip pans
 - Other interior needs
 - KeyTrak supplies (if applicable)
 - Key envelopes
 - Carpet
 - Blinds
 - Window screens
 - Appliances/ parts
 - Countertops
 - Tub caulking
 - Key machine blade
 - Outlet covers
- Order office supplies:
 - 35mm camera film, Polaroid camera, or batteries for a digital camera. Be sure that you have cameras as well.
 - Clip boards
 - Pens, paper pads and copier paper, staples, paper clips
 - Receipt forms
 - File folders
 - Stacking trays
 - Markers
 - Three ring binders
 - 2 way radios
 - Obtain any needed forms, which could include but is not limited to:
 - Welcome cards if your budget permits
 - Window envelopes
 - Plastic door hangers for resident turnover packet
 - Apartment door hangers
 - Order all turnover forms for the Resident Turnover packet

TWO MONTHS PRIOR TO TURNOVER

- Ensure owner has approved, in writing, any contracts that will exceed budget.
- Finalize the master planning system including creation of boards and updating of binders.
- Create turnover unit files.
- Collect outstanding rent and fees from current residents.
- Order extra trash removals or roll off dumpsters for the weeks of turnover and move-in.

- Begin hiring temporary employees through agencies. Schedule student staff for additional hours as may be needed.
- Order extra postage
- Send move out instructions non-renewing residents and their guarantors
- Send turn expectations notice to renewing residents

ONE MONTH PRIOR TO TURNOVER

- Audit current resident lease files and compare to database to determine:
 - Outstanding rent or fees
 - Last month's rent that may be due
 - Security deposits that need to be reimbursed
 - Estimated water/electric bills
 - Guarantor name and address for future collections
 - Other charges
- Send letter to renewing residents, reiterating turn policies
- Confirm student staff hours and ensure that temporary labor is scheduled if needed
- Complete turn of units of residents who moved out early.
- Schedule vendors and full time staff for turnover.
- Collect outstanding rent and fees from current residents. This is the last chance to collect balances before they leave.
- Make sure all files, paperwork, and materials are ready.
- Distribute the resident turnover packet which instructs residents how to clean their apartment, etc.
- Contact all transfer residents and confirm their move over date and other details.
- Ensure that a temporary petty cash increase has been submitted and check is on scheduled to be processed and cut before turn.
- Meet with vendors to discuss expectations and stress terms of contract, including that they are not allowed to exceed without prior approval
- Regional and manager to perform final review of contracts and compare to budget. Ensure that all approvals have been received and are on file.
- Review company policy for processing of security deposits to ensure no delays in refunding balances

TURNOVER MONTH

- Send a letter to all residents who have not renewed outlining the move out process and the required time of departure on move out day.
- Post the resident turnover packet information in the mail room and other public areas. Make sure residents know what to expect.
- Conduct a turnover meeting with all staff, temporary employees and vendors.
- Ensure delivery of roll offs and any temporary storage at least three days prior to move out.
- Temporary employees begin working three days prior to turnover (if used).
- At noon on the lease end date, staff conducts the initial apartment inspection of their assigned units.
- Remove any holdover residents. Courtesy officer presence advised. Charge the holdover rent in accordance with the state addendum. Remove, store, and tag belongings in accordance with state law.
- Implement the Turnover. Follow the turn schedule to schedule vendors in appropriate buildings by date. Ensure scheduling allows two days prior to move in for final touch ups and key checks.
- Process and pack all move out packages in accordance with company policy, local and state law deadlines.
- Begin collecting excess charges from residents.
- Answer questions and objections to charges. Have pictures and copies of bills for all charges.
- Send SODAs for refunds to corporate in A/P package no later than one week after move-out.
- Box up all resident files with refunds in alphabetical order.

30 TO 90 DAYS AFTER TURNOVER

- Keep all collection files in the bookkeeper's office in alphabetical order. As payments come in, move files to zero balance boxes.
- Begin making calls to residents who left owing money. Internal efforts should be made for at least 30 days. Calls are to be made to the resident AND the guarantor.
- Use a Collection Log to track collection correspondence. (See Accounting and Collections section of the Policy and Procedures Manual)
- Collect excess charges. Pursue Guarantors and former residents.
- At sixty days, turn accounts over to the collection vendor. Ensure that accounts that are not collected will be reported to the credit agencies. Both resident and guarantor are to be reported.
- Answer question and objections regarding security deposit dispositions. Backup should be able to prove, without question, that the charges are warranted. This would include photos.

OTHER TURNOVER MATTERS

UTILITIES

- Do not allow the utilities to be cut off during turnover. The utilities are needed to make the unit ready.
- Contact all utility companies prior to turnover planning. Use the turnover notices to communicate to residents the information they need.
- The utilities need to be in the property name during turnover. Some utility providers charge a transfer fee. Include any additional fees in budget planning.
- All vendor contracts are to be written to ensure that there is not excessive use of utilities by vendors. Employees conducting turn are expected to adhere to the same policies.

Subject: MOVE OUT INSPECTIONS

Move-out inspections are the last step to beginning a successful turn. Inspections should begin as soon as possible. The goal should be that all vacated units/beds are walked by the end of the move-out day. This may not be possible at larger properties or properties with staggered move-outs. All early move-outs should be walked prior to move-out day unless it is a partial unit. In order to accomplish the goal of inspecting all units/beds by the end of the move-out day the following should be in place;

- **Know who is moving out** – ensure sure there is a definitive list of exactly who is moving out on what day to ensure that no inspections are missed. This list should also be updated throughout the day as to who has moved out and which units have been walked.
- **Pay attention to accompanied walk requests** – Most states allow for the residents, should they choose, to be present during the inspection of their apartment as long as it is scheduled in advance. There are many options to consider when scheduling these walks.
 - You can schedule these walks in advance the day of move-out. This is a very customer service friendly approach and will allow you to complete your walks all in the same day. Be sure you have a definitive plan on when and who will be doing these walks. Typically the units will be walked more than once so ensure you are charging consistently.
 - Schedule these walks for the day after move-out. *This does not mean the resident does not have to move-out on his or her scheduled move-out day rather they will have to return the next day to take part in the unit inspection.* This allows you to concentrate on the bulk of the units and helps to achieve the goal of walking all units on the day of move-out. This will also minimize inconsistent charges when walking the unit on separate occasions.

Keep in mind in either case that an accompanied walk does not mean charges discovered later can not be charged. Should significant damage, wholes behind doors or posters, stained carpet under furniture, can still be charged as long as it is well documented including photos.

- **Offer an “Express Check Out” option**– An Express Check Out option allows the resident to drop their keys off with forwarding information and leave quickly. An example of an Express Check Out would be a premade envelope for their keys and access cards or fobs. The front of the envelope has a label for them to put their name, unit and bed, forwarding address, email and a statement that explains they are waiving their right to an accompanied walk.
- **Establish walk teams in advance** – At least two weeks before move-out determine who your walk teams will be. They should consist of a fulltime staff member to inspect and a part time staff member or CA to fill out the inspection form and take pictures. If possible attempt to have one team for every 30 units or 100 beds to be walked.
- **Do “Mock Walks”** – Have your teams do a “mock walk” of different units/beds in advance of move-out

day. This will ensure everyone is looking for the same things, grading damages consistently and allow for the teams to learn to work together efficiently.

- **Inspect when “fully” vacated**– Ideally only inspect units after all residents scheduled to move-out have left. Teams will have a difficult time accurately assessing damages while there are still scheduled move-outs in the apartment. This could lead to inconsistencies when billing the roommates and creates double work. This will not be possible at all properties so steps should be taken to consistent charging and eliminating multiple walks of units.
- **Holdovers** – Holdovers CANNOT be tolerated. There needs to be a plan in place before move-out day that deals with holdovers. Who will deal with the holdovers? How much will be charged (most leases allow for a daily penalty for not moving out on time please refer to yours for details)? Who will contact the guarantor?
- **Consistent assessment** – Assessing damages is somewhat subjective. Ensure you have clarified your assessment standards early and practice them in your mock walks. Make sure your walk teams are clear on what is a “light clean” or a “partial paint” or a “medium size hole.” This will reduce the risk of inconsistent billing and complaints later.

Another critical step in helping to ensure a smooth move-out is defining your expectations. Clear communication should be a top priority leading up to move-out day. A MINIMUM of three letters should be sent prior to the day of move-out, starting 60 days out, 45 days out and 7 days out. Guarantors should also always be copied on all communications. Letters should include the following;

- The date and time of move-out
- Holding over will not be allowed and all residents scheduled to move-out that day will have to vacate, NO EXPECEPTIONS.
- Expectations of what the resident should do when moving out to avoid charges. This should include a list of what to clean and suggested products to clean with. A list of what should be repaired such as nail holes or any modifications such as accent walls.
- A form for forwarding address information to turn in with their keys, copies should be available in the office on move-out day.
- How to schedule an accompanied walk should they choose to do so and how the process will work.
- A list of prices for general cleaning, carpet cleaning , painting, damages, missing furniture and any other charges a resident might incur such as drip pans.

Dealing with information gathered during move-out is one of the most critical parts of move-out day and unit inspections. The key to handing this information efficiently is preparation. This allows you and your team to begin walks as soon as the first scheduled move-outs occur. Things to think about when dealing with move-out/inspection information;

- **Keys** – Where will keys go? How will keys that are turned in be tested during the inspections?
- **Inspection sheets** – Who will handle inspection sheets of completed walks? How will those get to the person entering damages in Onsite for the final account statements?

- **Tracking move-outs** – Who and how will move-outs be tracked to avoid missed inspections and double work?
- **Express Check Out** – Who and how will Express Check Out envelopes be handled to ensure the information gets to the right people?
- **Forwarding addresses** – How will forwarding addresses be obtained and handled?
- **Charge backs** - The pricing for charge backs/damages should be determined well in advance of move-out day. This list of charges should be included in all move-out information and instructions.

Renewal transfers or transfers at move-out are **STRONGLY DISCOURAGED**. However they are often necessary to keep residents or accommodate new ones. Should transfers be allowed the following should be considered;

- **Pick a number** – Work with your team and your regional and attempt to limit the number of transfers allowed by limiting to a specific number.
- **Communicate** – Clearly communicate and communicate often with any transfers. Clearly define your expectation of when they will have to move and being late will not be tolerated.
- **Make them a priority** – Any transfer units need to be considered priority or “hot” units. They should be inspected first. If possible the current occupant should encouraged to vacate early. This could rewarded with an incentive such as guaranteed refund of a deposit (please work with your regional on any incentives such as this).
- **Get it out of the way** – If the destination unit becomes available early attempt to make the transfer happen sooner than planned if possible for the transferring resident.
- **Move them move out and then back in** – In some instances it may be possible to require all transferring residents to move-out as scheduled and move back in on the scheduled move-in day or sooner if possible.

A move out inspection form should be utilized to note condition of any and all apartments and bedrooms at the time of move out. This form is utilized to compare to their move in inspection form that should be in their resident file. Information gathered for resident charges should be very specifically noted on the inspection form.

Keep in mind no matter how regimented the move out process is planned the process of walking units will always contain a certain amount of subjectivity. This is especially true when assessing “normal wear and tear.” When inspecting for normal wear and tear on an apartment please consider the following;

- Ensure your teams have a good definition of what normal wear and tear is.
- Define the different levels of cleaning and repairing units such as “heavy clean” or “full clean”, “fist” sized hole, etc. This will help ensure that incorrectly charging for normal wear and tear will be minimized.
- Additionally know your state requirements for documentation of all charges. For example California requires receipts of completed work for all charged repairs to ensure overcharging or charging for normal wear and tear has not occurred. In these cases don’t forget labor charges.
- Take into consideration the amount of time the apartment has been occupied. For example considerations for normal wear and tear on a unit occupied for 1 year will be different for a unit occupied for 2 years or more even with routine maintenance and quarterly inspections. When taking into account length of

occupancy the charges should be proportional.

Once all preparations have been made and it is time to inspect units key things to remember are:

- **Consistency** – Regardless of who is walking the unit charges should be consistent as possible. This can be accomplished well defined standards previously established and mock walks.
- **Expediency** – Walking units in the most expeditious manner possible with out sacrificing quality and consistency is critical.
- **Efficiency** – Attempt to walk units in the most efficient manner possible. Consider the following:
 - Try and walk on fully vacated units. Send walk teams to units once all residents scheduled to move out have turned in keys (when possible).
 - When sending out your walk teams always attempt to have them inspect units with in the closest proximity to one another as possible. However do not postpone walks in an effort to accomplish this. Use your best judgment.
 - All inspection sheets should contain which team walked the unit and what time the inspection occurred. When having to go back and inspect a unit again the same walk team should be assigned to the inspection and the completed inspection sheets sent with them to ensure consistent charges.
- **Document, Document, Document** - When any single charge more than \$50 or cumulative charges exceed the deposit on file accompanying documentation is required. Photos/video along with detailed notes as to the location of the damage, size, color, etc is the ideal documentation. Photos/video should always contain clear labeling of the unit and/or bedroom being charged. Video is very helpful when documenting damage and is more thorough than photos however keep in mind all conversation is being recorded as well so all personal opinions or comments have no place in this documentation. Only narration of who, what, when and where should be included in any video documentation. If there are any concerns with this please utilize photos only. When taking photos or video the best practice is to download the data after every round of walks. Digital media can be unpredictable and to avoid accidental loss of damage resulting in repeated inspections downloads should occur as often as possible.
- **Everywhere** – During inspections ensure teams are trained to look everywhere. It is easy to overlook damage behind doors, under posters, under furniture and on the ceiling to name a few. When inspecting kitchens and bathrooms open all drawers and cabinets to ensure they are working properly and there is no hidden damage or items left behind. Additionally in the kitchen and laundry room (if applicable) test appliances such as dishwashers, microwaves, oven lights and washers and dryers to ensure they turn on and are functioning at least minimally.
- **Bag and tag** – It is highly likely teams will come across items left behind by the vacating resident or multiple items due to skips. These items are not for the taking by anyone including staff, other residents, temporary workers or vendors and the property is liable for lost, damaged or stolen items. All items of value, including but not limited to, bank statements, text books, letters and photos should be bagged and tagged along with the more obvious items. **If in doubt bag it up.** Ideally items should be bagged in clear heavy trash bags, labeled with the apartment number and date they were bagged written on the outside. All bagged items should be stored in a secure location for the state required amount of time and then disposed

of according to your state's guidelin
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necessity a full time staff member is required to be

CAMPUS
ADVANTAGE

Subject: KEYS

Keys are one of the single largest liabilities to an owner and our company. Therefore, special measures must be taken to ensure the safety of residents and minimize liability to owners.

UPON MOVE OUT:

- All front door locks must be changed at the end of a lease term if all residents of that apartment are not renewing.
- All keys must be turned in to the rental office at the time of move out.
- Residents should be assessed a charge if all keys are not returned at the end of the lease.
- A key return log should be kept documenting all returned keys.

Note that if you have an electronic key system, some of the specifics may not apply to your situation. However, with an electronic system, while rotation of cores or locks is not necessary, reprogramming of locks or taking whatever measures are needed to ensure that the previous resident's key does not work is required.

Failure to rekey a front door, regardless of how it may be done, exposes owners, managers, and all employees to liability that can be avoided through proper procedures. Additionally, it seriously compromises the safety and security of residents.

RE-KEYING/CORING/CODING

- Locks and/or cores should be rotated throughout the buildings as soon as possible during the turn period
- All keys should be coded and ready for distribution to renewing residents on the day the locks are changed.
- Key code logs and rotation schedules should be kept strictly confidential.
- Keys are *never* to have an apartment number on them in any way.
- A code should be difficult to decipher in the event that a key is lost

For optimum accuracy, bring all master front door core keys and bedroom keys to the apartments during quarterly inspections. Check all keys and update all key logs. Master core keys should be rotated in the key box prior to turnover. Bedroom keys and mail keys should not be rotated. By Master Core Keys, we are referring to the original core keys for the property.

FRONT DOOR KEYS

- Evaluate how many keys you have hanging in your key box for each apartment front door. (Beginning June or earlier) Ideally, you will only have the original key. There is no need to have extra keys for every apartment during the year as it clutters the key box and creates more keys that have to be tracked and kept secure.
- Begin cutting keys (June); allow for one more front door key per apartment than there are bedrooms. This will allow for one key per person in the unit and the spare in the key box.
- For control purposes, it is best to have only one person cutting keys.
- Keys should be cut prior to turn so that all keys are ready to go in August.
- When the students move out in July, log the returned keys and put them in small key envelopes and label them with the appropriate apartment number.
- After the turn process when things settle down, these keys should be destroyed. There is no need to have multiple keys for an individual lock: only the original key should be hanging in the key box

BEDROOM KEYS

- Begin key cutting in June – you should have a minimum of two keys per bedroom in your key box.
- If you do not, you need to cut keys during June and July
- At a minimum, there should be at least 24 different key-cuts (types of keys) for bedroom doors. In no circumstance should a bedroom door key open another bedroom door in the same apartment.

MAILBOX KEYS

- Begin key cutting in June
- If you have one mailbox per resident, you will need to have a minimum of two keys available per lock.
- If you have one mailbox per apartment, you will need to have a minimum of three keys for a two bedroom apartment;
- A minimum of four keys for a three bedroom apartment.
- A minimum of five keys for a four bedroom apartment.

GATE ACCESS CARDS/REMOTES

- This must also be part of the keying program.
- They should be collected or disabled at the time of move out

FRONT DOOR LOCK ROTATIONS

If your property has interchangeable cores on your front entry doors, lock rotation is a simple process. Locks are changed on a typical 12 lock rotation.

A sample rotation would be to rotate cores/locks one floor up and top floor to the bottom, into another breezeway in the building or another building.. A building rotation scenario would be new cores for Building 1, taking building 1 cores to 2, 2 to 3 and so forth. The last building cores would be a set of extra cores.

The Maintenance Supervisor and the General Manager should work together to establish the rotation schedule in advance. A sample rotation schedule follows in the forms section of this manual. Lock rotations should take place immediately upon the expiration time of the lease. With a plan in place and all materials ready to go, lock rotations should be completed within a couple of day after move out time. It is imperative that this process goes quickly as move out inspections must be completed and paint contractors need to get started.

- o Purchase a box with 12 or 24 compartments for carrying locks during the rotation process.
- o Label each compartment for each door in your building.
- o If your numbering system is 1 through 12 with the building number first, you can label each compartment 01, 02, 03, etc.(assuming that your building numbers run 101, 102, 103...)
- o Have at least 12 cores ready to go into your box.
- o Based upon your grid established in advance for rotation, start with building 1, pull the cores out of each door exchanging them with the cores in your box.
- o Once all 12 cores have been rotated, move to your next building for rotation.
- o You will need a minimum of two people to work this process.

The key code system should remain in place for the key box. As soon as the team starts switching the cores according to the key rotation, the front door keys should be moved in the key box. This action must take place to be ready to check out keys to turn contractors. Paint contractors should be scheduled to begin in the first building a few hours after the move out time to allow for changing of cores.

Always check all keys after rotation or reprogramming to ensure proper operation.

MOVE OUT DAY TRACKING OF KEYS

A log should be created in advance of move out day to track who has moved out and what keys were turned in. This will be helpful to verify who has actually moved out and any necessary charges to their account should they fail to turn in keys. You should be prepared to start taking keys as early as June for those residents that chose to move out early but pay their account off in full or continue to pay through the terms of the lease. A Sample log is attached.

Prior to move out day:

- o By June, purchase several boxes of key envelopes – at least one envelope for each bed on property.
- o Purchase labels to be placed on all key envelopes, print the following on each label:
 - Apt #: ____ Bedroom Letter (A, B, C, D):
 - FD (= Front Door)
 - BD (= Bedroom Door)
 - MB (= Mailbox Key)
 - AC (= Access Card)

- Place one label on each key envelope

If you do not have keys that are different sizes or shapes (eg, the bedroom key and front door key are the same type of key), you will need small round stickers to place on the similar keys identifying if they are BD or FD.

This will help immensely when it comes time to put the keys back in the key box and avoid confusion.

However, if your keys are different in size and shape, the small key stickers are not necessary.

On move out day:

- Accept keys from residents moving out
- Check off each item on the key envelope as keys/access card are received
- Seal the envelope and place in box in numeric order (apartment number order)

Key packets for move in day should be made well in advance of move in day. Key rotation and packets could even be made in the 4th quarter. When things settle down in the fall, create your next key rotation. Leave one front door key, one bedroom key per bedroom and one mail key in your daily use key box.

KEY SUMMARY

- KEYS ARE THE SINGLE LARGEST LIABILITY OF THE COMPANY. Maintaining control on all keys during turnover is critical.
- During the initial apartment inspection all vacant bedroom doors are unlocked and should remain unlocked until the entire make-ready process is complete.
- Limit the cutting or programming (as appropriate) of all new keys to ONE staff member for greater accountability.
- Limit distribution of keys to ONE staff member for greater accountability. Keys should be given out only on a very limited basis.
- All keys that are distributed should be signed out when taken and signed in and returned nightly.
- All new keys must be verified as functional by physically checking each key at the door. Limit the verifying to ONE staff member for greater accountability.
- Once the new key has been verified, place in the key box or your particular key tracking system. Do not forget to give the new key to the remaining residents. Even if only one resident moves out of a unit, the front door lock must be changed.
- Never have the apartment number on any key, even temporarily. Use only a key code system that is not easily deciphered.
- After move in, NEVER give a key to anyone other than the resident of the apartment. This includes guarantors, parents, and/or guardians.
- Allow plenty of time to have any new electronic keys delivered in time for turn. These can take longer to get than traditional key blanks. Additionally, the more sophisticated non-electronic key blanks may have to be custom cut and may not be available through traditional means.
- Gate access cards or remotes are to be part of the key changing process.
- Always check all keys to ensure proper operation prior to issuing to residents. This includes electronic keys.

SAMPLE LOCK ROTATION SCHEDULE

BUILDING 2		BUILDING 3		BUILDING 4		BUILDING 5	
FROM	TO	FROM	TO	FROM	TO	FROM	TO
201	309	301	409	401	509	501	613
202	310	302	410	402	510	502	614
203	311	303	411	403	511	503	615
204	312	304	412	404	512	504	616
205	313	305	413	405	513	505	617
206	314	306	414	406	514	506	618
207	315	307	415	407	515	507	619
208	316	308	416	408	516	508	620
209	317	309	417	409	517	509	621
210	318	310	418	410	518	510	622
211	319	311	419	411	519	511	623
212	320	312	420	412	250	512	624

Prepare a simple grid like this in Word or Excel. Plan the lock rotation and follow it during the transition. Use your 12/24 compartment box to carry lock and key sets around to ensure organization and minimize mismatched locks and keys. Other ideas include making two copies of the grid, and then when the core is pulled, place a sticker with the new apartment number on the core. This will ensure that the cores are transferred to the correct apartment as planned and minimize mix up of keys.



Subject: ORGANIZATION OF VENDORS

- Unless approved by the Regional Manager, all project types (cleaning, painting, carpet cleaning, etc.) must have at least two vendors assigned to that project, with the work distributed between those vendors. Larger properties may require three or four vendors for each project type.
- Prior to move out day, all contractors are to be assigned the buildings, floors, or units they will be responsible for completing, depending on how the work is to be broken out.
- While completing unit inspections at move out prepare Contractor Completion Form for each unit.
 - You will have one sheet for each contractor type; painter, cleaner, and carpet cleaner. You will have three sheets for each apartment.
 - Once completed, , these forms should be securely taped to each front door so that vendors can easily identify which units they are to enter and which rooms in that unit are to be serviced.
 - Note that units with no turn work required should have a notice posted on the door that vendors are not to enter.
 - The forms are to stay on the door until the vendor assigned to that project in that unit has completed that project.
 - The vendor will sign and turn in the form upon completion of their work in that unit. Management will use this form to verify completion of the work and to check against vendor invoicing at the end of turn. The employee inspecting the work must also sign the form.

Based upon your findings from your unit inspections at move out, you will direct the contractors as to which bedrooms are vacant and which bedrooms are occupied. You will instruct them upon what level of work will be required. As an example, you will indicate to the painters as to which bedrooms will require touch up paint and which bedrooms will require full paint. If the vendor does any work beyond what is approved on the vendor list, without management approval, they will not be paid for that work. The contractor must complete their building and return their sheets back to you before their work can be approved for payment.

- It is required that a vendor's representative be at the community on move in day to address any issues that may have been missed or that are not up to the resident's satisfaction.

Subject: SELECTION OF VENDORS

Considering the following questions to assist in selecting vendors:

Does this vendor:

- Have enough staff to handle the volume of work?
- Produce the quality of work acceptable to Campus Advantage?
- Have enough supplies to handle the volume of work?
- Meet Campus Advantage requirements (insurance-workers comp and general liability, etc.)?
- Understand and agree to Campus Advantage payment terms (If payment of services is an issue, contact your supervisor)?
- Have student housing turnover experience?
- Have other contracts with student communities that may interfere with the property turn schedule?
- Work well with all staff?
- Work within the property budget?
- Have the ability to work weekends and evenings?
- Have the ability to have staff on hand during move in day?

Discuss selected contracts or bids with the Regional for final approval. Upon Regional approval, the vendor must sign the Turnover Bid Approval form. Send the original signed approval form with the attached bid to the main office. Keep a copy for the property vendor files. Follow vendor setup procedures outlined in the Accounting and Collections section of the Operations Manual if the vendor is new to the community.

Consider warranty issues when selecting specific products and services because it may violate the warranty. Use warranty vendors as required. A current list of all items still under warranty should always be available.

NOTE: A vendor contract may **NOT** be signed by the Manager or any other property staff member without prior review from the Regional.



Subject: TURN PROCESS

The first step of the turn process is to complete the move out inspection.

- Teams of staff members are to immediately walk all vacated units, determine charges by comparing to the resident's move in inventory, and generally complete the process to determine any charges to be assessed to the resident's account so that vendors can begin their work as soon as possible.
- No work should start in the unit until the inspection process is complete to ensure proper assessment of charges to the resident's account and to inform vendors of what work is required.
- Use the Turn Punch Sheet to indicate to the vendor(s) what work is approved to be done in the unit and/or room.
- Teams should also make note of anyone that was scheduled to move but has not so that management can take quick action to have the room/unit vacated for the turn process.

MAKE-READY PROCESS**Step 1 – Trash Removal**

All trash is removed from the unit and placed in roll off dumpsters. Any items that are deemed to have value, such as some clothing, electronics, jewelry, etc., are to be tagged, bagged, stored, and sold or disposed of in accordance to the guidelines laid out in this manual, state and local laws, and company policy. If in doubt, bag it and store it.

Step #2 – Maintenance

After the initial inspection is completed, the maintenance staff will go through every unit and address all repairable maintenance items. These might include, but are not limited to:

- Repair sheetrock
- Replace or repair vinyl tile
- Check and repair appliances
- Check and replace light bulbs and fixtures
- Conduct a mechanical check of all appliances and HVAC system
- Check and repair any plumbing leaks, running toilets, or rusting problems
- Clean out drain stop from tubs and sinks
- Check and replace as necessary toilet paper holders, towel bars, shower rods, etc.
- Repair any damaged furniture and remove any that is scheduled to be replaced
- Check and replace window screens
- Caulk tubs and sinks (note that old caulk must be removed before new caulk is applied)
- Make sure all locks are functioning properly, including windows and sliding doors
- Check and replace or repair countertops and cabinets
- Check and replace or repair mini-blinds
- Inspect and replace fire extinguisher if discharged or inspection has expired

Step #3 – Paint

After maintenance completes their work in the unit, send in the painters. If a touch up paint is needed rather than a full paint, the entire wall should be painted corner to corner as paint rarely matches. Once the work is completed, an inspection should be done to ensure quality.

Step #4 – Clean

Next, the cleaning crew completes their task. A thorough cleaning of the unit and/or rooms to be turned is one of the last steps in the turn process. Use the temporary employees and CA staff to remove trash and move furniture. Once cleaning is completed, an inspection should be done to ensure quality.

Step #5 – Carpet

The last vendor to enter the unit is the carpet cleaning or replacement contractor. It is critical that no one enters the apartment after carpet cleaning to avoid cleaning it again.

Step #6 – Keys

Prior to final inspection, the maintenance staff must check to ensure that all keys work. Refer to the section on keys regarding this process.

FINAL APARTMENT INSPECTIONS

After the Make-Ready process is complete, a Campus Advantage employee conducts a final inspection. Use the Final Inspection Checklist to verify that the unit is ready for move-in. If any items are not complete, make detailed notes in the Comments space. Any checklist with outstanding items must be brought to the Manager's attention. The vendor or employee who was assigned with completing the work should go in and cure any deficiencies.

LESS THAN FULL UNIT TURNOVER

Partial turns can be challenging to the staff and the vendors if not well planned and not well communicated to the remaining residents regarding what to expect during the process. Additionally,

- It is critical that in the planning phase for turn that the partial turn units are clearly identified so that vendors and maintenance are aware that residents are still living in the unit. Therefore, notice must be given to the remaining residents prior to entry and care must be taken in scheduling turnover to prevent resident disturbances.
- Extra care must be taken during the trash removal process, especially in the common area, to ensure that none of the belongings of the remaining residents are removed.
- It is critical that the vendor forms that are placed on the front doors clearly state which rooms within a unit are to be entered and that the rooms are clearly identified.
- Bill all residents for common area damage even if one or more residents are leaving. The only exception to this is if all residents agree, in writing, that the damages should be charged to certain resident(s).
- Check the space of the resident who is moving once all of their personal items are removed.
- In units containing any vacancy, all common areas of apartments with any vacancy are to be thoroughly cleaned either by the remaining residents or by the vendors. Carpets should be cleaned and walls painted.
- If possible, all partial turns should be reinspected within 48 hours of the scheduled move in. Any additional cleaning and repairs should be billed back to the resident
- If the person who is moving out shares a bathroom or bedroom, check their side of the space.
- Steam clean the carpet in bedroom and living room if possible.
- Generally speaking, in a less than full unit turn, common areas, at a minimum, should get a touch up clean and paint. It is important to give the new resident a good first impression, so you do not want the unit to be totally trashed. If your budget permits, it may be more effective to complete a full clean and paint of the common areas.

TRANSFERS

Transfers are sometimes necessary, but should be kept to a minimum, no more than 5% of the total bed count. Because transfers require the resident's new room/unit to be made ready and the old room/unit to be made ready, they create double work for every transfer that is done. Additionally, if not well managed, they can result in rooms/units being missed during turn. Finally, there is the extra cost involved. In order to offset the extra cost and to discourage transfers, it is highly recommended that a transfer fee of at least \$200 be charged in accordance with local and state law.

There are generally two approaches to transfers. The first, and easiest to manage approach, is to require the resident to move out on the normal resident move out date and to move back in on the normal move in day. This is inconvenient to the resident but does not require any special approach on the part of the management in terms of turning rooms/units out of sequence. If occupancy allows, another approach is to make the new room/unit ready prior to the main move out, so that the transferring resident can be in their new room/unit at the time that the turn starts. This approach is more convenient to the resident and if they're in their new space prior to the main turn, it eliminates any out of sequence work and normal turn procedures can be followed.

If neither of these approaches are workable, then the resident's new space must be made ready, they must relocate, and their old space be made ready for the new resident during the turn procedure. Step by step procedures can be difficult to outline, but some important items should be kept in mind.

- It is critical that in the planning process, that the transfer units are clearly identified.
- After setting aside these specific units, turn them as a group. These units should be turned first.
- If able, have a vendor for each project type (paint, clean, carpets, etc.) assigned to complete transfers.
- Maintain continuous communication with residents who are transferring. Make sure they are available and ready to move as soon as the new unit is made ready. Remember, once you get their new accommodations ready, you'll have to go back and turn the room where they are moving from.
- Several forms must be completed and signed by the resident before a transfer can be approved. Refer to the Resident Procedures section of the Operations Manual for details on transfers. These forms will outline what is expected of the resident to ensure a smoother transfer.
- NOTE: As already stated, it is advisable to minimize transfers. In some cases, it may be advantageous to require the resident to move out and then move back in on move in day. However, this can be very inconvenient to the resident. Transfers should be evaluated on a case by case basis. Don't forget to go back and turn their old unit/room once they've transferred.

TURN FORMS



Introduction

The forms in this section of the manual are internal use forms that are essential in ensuring a smooth turn. The forms that are contained in this section are:

- **Turn Board example** – this is a form produced in Excel and is an example of a useful way to have the information laid out. A tracking method of this sort is required at all sites. It should be posted on walls in the main room where turn is being overseen and data should be entered by only one person, usually the General Manager. This simple form is required and is critical to a successful turn and to ensure that little to nothing is missed.
- **Turn Timeline** – this form is required to be used and is the first form in the turn notebook. The manager is to initial when each task is complete. The regional, upon visit to the property from April through August, is to check this form and physically verify completion of projects. The regional is to sign off that these have been verified and that turn is on target. The General Manager is to sign off as each item is completed.
- **Turnover Make Ready Planning Schedule example** – this is an example of a big picture plan to schedule the timing of various vendor types (painters, cleaners, etc.) into their assigned buildings and/or floors and the dates that those vendors are expected to complete their projects in their assigned buildings or floors.
- **Turn variance approval form** – this required form is to be used when turn expenses are expected to exceed budget. This requires GM, regional, and owner approval. Site may not exceed budget until they have received written approval from regional and owner.
- **Short Term Services Agreement** – this attaches to the vendor's contract if they have their own contract. If the vendor does not have one, this is the contract. This protects the interest of the owner and Campus Advantage.
- **Scopes of work** – these become part of the contract and outline the specific requirements for painting, cleaning, and carpet cleaning, the most commonly contracted services during turn.
- **Punch Sheet** - these forms are left in each unit at inspection and are for management to note what needs to be done, any special work that will be required, and for the vendor and manager to then sign off upon completion of the work. The vendor is required to turn this in upon completion of their work in order to be paid for the work in that unit or room. Management signature is also required after inspection of the room/unit.
- **Final inspection checklist** – to be used by management when unit is noted as complete on the turn board, as a final check to ensure a properly turned unit.
- **Turnover maintenance and cleaning checklist** – form to be used by maintenance team to ensure all systems are checked during turn.

TURN BOARD EXAMPLE

Every property is required to use a turn board, either through OneSite or a spreadsheet. Once a task is completed, the person who is managing the turn board, generally the GM, should indicate that each task is complete.

Below are screenshots of the Make Ready in OneSite. The turn board is color coded as well for quick glance information. For example, make ready items that have been completed are shaded a light gray and have a checkmark in the top left corner.

Make ready board													
Service requests Make ready board Assets Consumption log													
Make ready board New Find Go Advanced find Undo make ready Bulk make ready completion Refresh In Progress - All units													
Actions	Location	Floorplan code	Floorplan name	Unit status	Move out date	Move in date	Complete by date	Date made ready	Requests done	Entire unit needs repainting	Touch up paint	Evaluate carpet	Trash
View More	S110B	SS3	SS 3 bed/3 bath	Vacant Not Leased	06/04/10		06/11/10		1	12/04/10 Only needs touch up. KML 07.31.2010 - Called IBO Painters, will	07.31.2010 - Called IBO Painters, will 11/10/10 11.1... - Waxed unit looks GREAT!	12/04/10 07... - Carpet looks good. No need to 12/04/10 07... - Carpet looks great. No need to	12/04/10 07... - Don't SMG.
View More	S202A	SS2	SS 2 bed/2 bath	Vacant Not Leased	06/04/10		06/11/10		3				
View More	S207B	SS2	SS 2 bed/2 bath	Vacant Not Leased	06/04/10		06/11/10		0				
View More	S206B	SS2	SS 2 bed/2 bath	Vacant Not Leased	07/31/10	01/15/11	02/05/10		0				
View More	S307A	SS2	SS 2 bed/2 bath	Vacant Not Leased	07/31/10		08/05/10		0	07.16.2010 - ICB Painters job was ok. C/b to redo	12/04/10 07... - Entire unit needs to be	12/04/10 07... - Carpet looks great. No need to	
5 units found													
= Scheduled, = Completed, = Cancelled													

This is a sample of an OneSite turn board. The service columns can be customized and therefore can vary from property to property. Make Ready request for a unit/bedroom will automatically be created when a move out or a transfer is performed. Additionally, the turn board can be exported to Excel by clicking the MExcel icon as shown below:

Make ready board													
Service requests Make ready board Assets Consumption log													
board New Find Go Advanced find Undo make ready Bulk make ready completion Refresh In Progress - All units													
Location	Floorplan code	Floorplan name	Unit status	Move out date	Move in date	Complete by date	Date made ready	Requests done	Entire unit needs repainting	Touch up paint	Evaluate carpet	Trash out	
10B	SS3	SS 3 bed/3 bath	Vacant Not Leased	06/04/10		06/11/10		1	12/04/10 Only needs touch up. KML	07.31.2010 - Called IBO Painters, will	12/04/10 07... - Carpet looks good. No need to	12/04/10 07.3... - Done by CA SMG, KML	
02A	SS2	SS 2 bed/2 bath	Vacant Not Leased	06/04/10		06/11/10		3		11/10/10 11.1... - Waxed unit looks GREAT!	12/10/10		

Make ready items can be completed individually by double-clicking the comment box. An entire make ready can be completed by clicking the More link and then Complete Make Ready link. Also, make readys can be completed in bulk by clicking the Bulk Make Ready Completion link (be very careful with this feature).

This is a sample of a basic turn board that can be produced in Excel and either be maintained in Excel or printed and maintained in a manual fashion.

Once a task is completed, the person who is managing the turn board, generally the GM, should initial that the work is completed. The turn board can have color coding as well. For example, rooms or units that are not to be entered could be shaded in red. Transfer units could be shaded in yellow. Be sure that the color code is clearly indicated if this route is chosen.

Unit	Bed	Move Out	Move In	Trash Out	Paint	Maint	Furniture	Clean	Carpet	Keys	Mail Keys	Final
101	A											
102	A											
	B											
103	A											
104	A											
	B											
105	A											
106	A											
	B											
107	A											
108	A											

TURN TIMELINE CHECKLIST

An editable version of the Turn Timeline Checklist (FEF 5.00.16) can be found in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

TURN TIMELINE CHECKLIST	DUE DATE	INSPECTED BY MANAGER	INSPECTED BY REGIONAL	COMMENTS
FIVE MONTHS TO THREE MONTHS PRIOR TO TURNOVER				
· Set up task list in Sharepoint				
· Manager and Lead Maintenance begin turn discussions with their Regional.				
· Manager and Lead Maintenance determine property specific turnover procedures that may vary from company standards and obtain regional approval.				
· Obtain bids from vendors for contract services.				
· Select vendors for contract services and obtain Regional approval on contracts.				
· Prepare for the Annual inspection. Order forms and supplies as necessary.				
THREE MONTHS PRIOR TO TURNOVER				
· Select vendors for contract services and obtain Regional approval on contracts.				
· Complete and send contracts to Regional Manager for approval.				
· Conduct the annual inspection by the end of the month. Use the inspection programs described previously.				
· Confirm tile type, paint colors, carpet color, appliance types, furniture provider, etc.				
· Order anticipated furniture needs and maintenance supplies based on the Annual inspections including.				

TURN TIMELINE CHECKLIST	DUE DATE	INSPECTED BY MANAGER	INSPECTED BY REGIONAL	COMMENTS
· Furniture/ replacement pieces (must be ordered by May 1 for August turnover and by February 1 for May Turnover)				
· Vinyl tile				
· Key blanks				
· Access cards				
· Cleaning supplies				
· Sheetrock materials				
· Paint				
· Make ready board				
· Light bulbs				
· Drip pans				
· Other interior needs				
· Key envelopes				
· Carpet				
· Blinds				
· Window screens				
· Appliances/ parts				
· Countertops				
· Tub caulking				
· Key machine blade				
· Outlet covers				
· Confirm tile type, paint colors, carpet color, appliance types, furniture provider, etc.				
Order office supplies:				
· 35mm camera film, Polaroid camera film or batteries for a digital camera. Be sure you have a camera too.				
· Clip boards				
· Pens, paper, staples, paper clips				
· Receipt forms				
· Legal size file folders				
· Stacking trays				
· Colored markers				
· Three Ring Binders				
· 2 way radios				

TURN TIMELINE CHECKLIST	DUE DATE	INSPECTED BY MANAGER	INSPECTED BY REGIONAL	COMMENTS
Obtain any needed forms, which could include:				
· Welcome cards				
· Window envelopes				
· Resident Exit Survey				
· Plastic door hangers for resident turnover information material				
· Apartment door hangers				
· Other				
· Order all turnover forms for the resident turnover info material				

TWO MONTHS PRIOR TO TURNOVER				
· Ensure owner has approved in writing and contracts that will exceed budget.				
· Finalize the master planning system including creation of boards and binders.				
· Create Turnover unit files.				
· Collect outstanding rent and fees from current residents.				
· Order extra trash removals or roll off dumpsters for the weeks of turnover and move-in.				
· Begin hiring temporary employees and schedule staff for additional hours				
· Order extra postage				
· Send move out instructions non-renewing residents and their guarantors				
· Send turn expectations notice to renewing residents.				

TURN TIMELINE CHECKLIST	DUE DATE	INSPECTED BY MANAGER	INSPECTED BY REGIONAL	COMMENTS
ONE MONTH PRIOR TO TURNOVER				
Audit current resident lease files and compare to database to determine:				
· Outstanding rent or fees				
· Last month's rent that may be due				
· Security deposits that need to be reimbursed				
· Estimated water bills				
· Guarantor name and address for future collections				
· Confirm student staff hours				
· Turn units of residents who moved out early.				
· Schedule vendors and full time staff for turnover.				
· Schedule extra security if needed				
· Collect outstanding rent and fees from current residents.				
· Make sure all files, paperwork, and materials are ready.				
· Distribute the resident turnover packet which instructs residents how to clean their apartment, etc.				
· Contact all transfer residents and confirm their move over date and other details.				
· Submit temporary petty cash increase request.				
· Conduct a vendor turnover meeting.				
· Final contract review and owner approval of contracts over budget.				
· Order drinks, beverages, and decorating supplies for move in day				
· Update web site with move in information				

TURN TIMELINE CHECKLIST	DUE DATE	INSPECTED BY MANAGER	INSPECTED BY REGIONAL	COMMENTS
· Order dollies for residents				
· Schedule landscapers				
· Complete turnover schedule of vendors and review with regional.				
· Send A letter to all residents who have not renewed outlining the move out process and the required time of departure on move out day.				
· Post the resident turnover information in the mail room and other public areas. Make sure residents know what to expect.				
· Conduct a turnover meeting with all staff, temporary employees and vendors.				
· Temporary employees begin working three days prior to turnover.				
· At noon on the lease end date, staff conducts the initial apartment inspection of their assigned units.				
· Remove any holdover Residents. Courtesy officer presence advised. Charge the holdover rent in accordance with the state addendum. Store personal belongings				
· Implement the turnover Follow the turn schedule to schedule vendors appropriately.				
· Prepare postage. If using a meter, do not date.				
· Process and pack all move out packages in accordance with company policy, local and state law deadlines.				
· Begin collecting excess charges from residents.				
· Answer questions and objections to charges. Have pictures and copies of bills for all charges				

TURN TIMELINE CHECKLIST	DUE DATE	INSPECTED BY MANAGER	INSPECTED BY REGIONAL	COMMENTS
· Box up all resident files with refunds in alphabetical order. Refer to OneSite manual for details on processing refunds and statements.				
30 TO 90 DAYS AFTER TURNOVER				
· Keep all collection files in the bookkeeper's office in alphabetical order.				
· Begin in house collection efforts				
· Use a Collection Log to track collection correspondence.				
· Collect excess charges. Pursue Guarantors and former residents.				
· At sixty days, turn accounts over to the collection vendor				

Turnover Make Ready Planning Schedule (Example)

Property _____
 Month _____
 Year _____

Tasks

Trash out Maint. Clean Keys
 Paint Int. Insp Carpet Final Insp.

Date	1-Aug	2-Aug	3-Aug	4-Aug	5-Aug	6-Aug	7-Aug	8-Aug	9-Aug	10-Aug	11-Aug	12-Aug
Building												
1	Trash	Paint	Maint	Inspect	Clean	Carpet	Keys	Final				Move in
2	Trash	Paint	Maint	Inspect	Clean	Carpet	Keys	Final				Move in
3	Trash	Paint	Maint	Inspect	Clean	Carpet	Keys	Final				Move in
4	Trash	Paint	Maint	Inspect	Clean	Carpet	Keys	Final				Move in
5	Trash		Paint	Maint	Inspect	Clean	Carpet	Keys	Final			Move in
6	Trash		Paint	Maint	Inspect	Clean	Carpet	Keys	Final			Move in
7	Trash		Paint	Maint	Inspect	Clean	Carpet	Keys	Final			Move in
8	Trash		Paint	Maint	Inspect	Clean	Carpet	Keys	Final			Move in
9	Trash			Paint	Maint	Inspect	Clean	Carpet	Keys	Final		Move in
10	Trash			Paint	Maint	Inspect	Clean	Carpet	Keys	Final		Move in
11	Trash			Paint	Maint	Inspect	Clean	Carpet	Keys	Final		Move in
12	Trash			Paint	Maint	Inspect	Clean	Carpet	Keys	Final		Move in
13	Trash				Paint	Maint	Inspect	Clean	Carpet	Keys	Final	Move in
14	Trash				Paint	Maint	Inspect	Clean	Carpet	Keys	Final	Move in
15	Trash				Paint	Maint	Inspect	Clean	Carpet	Keys	Final	Move in
16	Trash				Paint	Maint	Inspect	Clean	Carpet	Keys	Final	Move in
17	Trash				Paint	Maint	Inspect	Clean	Carpet	Keys	Final	Move in

This is a sample turn schedule, not to be confused with the turn board. This is used to determine when certain tasks are scheduled to be completed in certain buildings or floors, in the case of a high rise. The ideal schedule will include time the day before move in to allow for final inspections and a final cleaning of the property and common areas. Additionally, building in this cushion at the end will allow for unforeseen events that could delay some tasks being completed, thus ensuring that turn is completed in a more timely manner. All regionals are to inspect and approve the turn schedule a month in advance of the actual turn.

The PDF version of this form (FEF 5.00.04) can be found in the Reference/Form section of the Campus Advantage Policies and Procedures Portal.

Campus Advantage, Inc.
FEF 5.00.04 Authorization to Exceed Turn Budget

Property: _____
Category: _____

Justification to exceed budget _____

Variance
Details

<u>Date</u>	<u>Anticipated Actual</u>	<u>Budget</u>	<u>Anticipated Variance</u>
_____	_____	_____	_____
	Previous approved Variance		
	Total Variance Request		

Prepared
By: _____

Date: _____

Approvals: _____

Date: _____

Regional Manager/V.P. Operations

Date: _____

Owner/Owner's
Representative

Any turn expense that exceed the budget MUST be approved by
Regional Manager and Owner/Owner's Representative

The PDF version of this form (FEF 5.00.01) can be found in the Reference/Form section of the Campus Advantage Policies and Procedures Portal.

SHORT TERM SERVICES AGREEMENT

Date: _____

Owner, by and through Manger as agent on behalf of Owner, and Contractor, for valuable consideration and intending to be legally bound in accordance with the terms hereof and in their respective capacities and to bind their respective succmssors and assigns, hereby agree as follows.

1. Definitions. The following terms and conditions used in this Agreement are defined as follows:

Contractor: _____
a _____

"Contractor's Notice Address":

Attn: _____
Phone: _____
Fax: _____

"Fee": Not To Exceed, payable as follows:

"Manager": Campus Advantage, Inc., a Delaware corporation

Manager's Notice Address:

Attn: _____
Phone: _____
Fax: _____

"Owner" of Premises: (Owner's legal name)

"Owner's Notice Address:

c/o Campus Advantage, Inc.

Attn: _____
Phone: _____
Fax: _____

"Premises":

"Services" per Scope of Work attached and described below:

"Term": commencing _____, and ending _____.

Contractor's Liability Insurance Certificate is attached hereto

2. Attachments Not Controlling. If an exhibit, schedule or other attachment (collectively, "Attachment") to the body of this Agreement describes the Services or contains other provisions, then, notwithstanding any contrary provision in the Attachment: (i) any provision of the Attachment that modifies or contradicts any provision of this Agreement shall be deemed null and void and (ii) any conflict or ambiguity between a provision of the Attachment and a provision of the body hereof shall be resolved in favor of the body hereof.

3. Services. Throughout the Term of this Agreement, Contractor shall provide the Services to the Premises. The Services shall be provided in a good and workmanlike manner and in accordance with the highest standards within the relevant industry.

4. Fee. (A) The Fee shall be the sole and exclusive compensation payable to Contractor for the Services and the performance by Contractor of all other agreements and obligations hereunder.

(B) Contractor shall pay, with its own funds, when due: (i) all wages and other sums payable to its employees who shall provide Services hereunder, and (ii) all amounts payable to Contractor's vendors relating to the Services hereunder, including without limitation the cost of all labor, materials, supplies, tools and equipment.

(C) Contractor may not exceed the "not to exceed" price without prior written consent of Manager. The "not to exceed" price is not a guarantee of the amount that will be paid to Contractor should Contractor fail to complete all work as outlined in this agreement and any supporting documents. Contractor's failure to complete all work as outlined in this document and any attachments to this document will result in a prorata reduction of the total agreed to contract price.

5. Equipment. Contractor shall supply, operate, maintain and properly service all equipment necessary for the provision of the Services pursuant to this Agreement (collectively, "Contractor's Equipment").

6. Taxes. Contractor shall pay when due all taxes, license fees and similar fees associated with the Services, including without limitation all sales taxes on the Fee, and shall show such taxes and fees as separate items on all invoices and receipts issued in connection with Services provided under this Agreement.

7. Compliance. Contractor shall obtain all licenses and permits necessary to perform its agreements and obligations hereunder, and shall comply with all laws, ordinances, rules and regulations pertaining to the Services and Contractor's Equipment, including without limitation laws, ordinances, rules and regulations relating to the installation and operation of Contractor's Equipment, the employment of Contractor's employees and workers' compensation.

8. Employees. Contractor shall supply a sufficient number of properly trained employees to provide the Services on a timely basis, and otherwise in accordance with this Agreement, which employees shall be supervised by a properly trained foreman. All employees of Contractor at the Premises shall wear Contractor's uniforms or identification, at Contractor's expense, and shall abide by the safety and security procedures from time to time in effect at the Premises. Contractor shall not employ in connection with this Agreement any person who performs Services at the Premises and who is objectionable to Owner or Manager, and Contractor shall cause any employee who is objectionable to Owner or Manager to be removed from the Premises immediately upon notice from Owner or Manager. Contractor shall be responsible and liable to Owner and Manager for all conduct of Contractor's employees at the Premises.

9. Vacating Premises. At the expiration of the Term, Contractor shall, at its expense, remove from the Premises all Contractor's Equipment and other personal property and restore all damage to the Premises caused by the installation of Contractor's Equipment or the operation thereof during the Term or caused during such removal. Any Contractor's Equipment and other personal property remaining on the Premises after such required removal time shall be deemed abandoned by Contractor and by all other persons having a security, ownership or other interest therein, and may be discarded, sold or otherwise disposed of at Owner's or Manager's discretion, without any accountability or liability to Contractor or such other persons.

10. No Partnership. Contractor shall perform all Services under this Agreement as an independent contractor. This Agreement does not create a partnership, joint venture or employer-employee relationship between the parties, or a lease or other property right with respect to the Premises.

11. No Assignment. Contractor shall not assign or subcontract any of its rights, agreements or obligations under this Agreement.

12. Notices. All notices, demands or other communications required by or relating to this Agreement shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, or by reputable courier service, to the parties at their respective addresses first set forth above, or such other address as a party may from time to time designate by written notice. Notices shall be effective when received by the addressee or when receipt is refused at the addressee's address to which it is delivered. A signed U.S. certified mail receipt shall be conclusive proof of receipt by the addressee.

13. Authority. Each party/parties acknowledge that it has full power and authority to execute and carry out the terms of this Agreement.

14. Insurance. Throughout the Term, Contractor shall maintain comprehensive public liability, workers' compensation and employer's liability insurance, all in form and at policy limits that shall be satisfactory to Owner and Manager, and all naming Owner, Manager and any other persons designated by Owner and Manager, as additional, primary insured parties. Prior to supplying any Services hereunder, Contractor shall provide Owner and Manager with certificates of such insurance in form satisfactory to Owner and Manager.

15. Default. If Contractor defaults in the performance of any of its agreements or obligations hereunder, or if Contractor or any employee of Contractor commits a crime or tortuous act at the Premises, or if Contractor becomes the subject of any bankruptcy or insolvency proceedings, then in any such case, in addition to all other rights and remedies of Owner and Manager, Owner or Manager may terminate this Agreement immediately upon notice to Contractor and apply any unpaid Fee to costs and expenses incurred by Owner or Manager as a result of any of the foregoing.

16. Indemnity. Contractor shall indemnify, protect and hold harmless Manager, Owner, and their respective partners, shareholders, members, officers, directors and employees (together, the "Indemnified Parties") from and against any and all suits, actions, judgments, damages, claims, expenses, losses, attorneys' fees and costs, and other costs and expenses, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING RESULTING FROM THE SIMPLE (BUT NOT GROSS) NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES incurred as a result of: (a) Contractor's acts or omissions, (b) Contractor's failure to perform any of its agreements or obligations hereunder, (c) the Services provided by Contractor, including without limitation product liability suits, actions, judgments, claims, etc., and (d) accidents, injuries, deaths and property damage caused by Contractor or any of its employees at the Premises.

17. Legal Proceedings. In case either party initiates legal proceedings to enforce this Agreement or any term hereof, or to recover damages because of an alleged breach, the prevailing party shall be entitled to recover from the breaching party its reasonable attorney fees and costs. Each party waives the right to a jury trial in any such proceedings.

18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto. No oral representations or other agreements shall be binding on the parties except to the extent expressly stated in this Agreement. This Agreement may not be changed in any way except by written agreement of the parties, and no term or provision hereof may be waived by the parties except in writing by duly authorized officers or agents of each party.

19. Agency. Manager is executing this Agreement and the attachments hereto for Owner in its capacity as authorized agent for and on behalf of Owner. Contractor acknowledges and agrees that Manager may act for and on behalf of Owner with respect to this Agreement. Unless expressly stated otherwise in writing by Manager, in performing any of Owner's and Manager's obligations and exercising Owner's and Manager's rights under this Agreement, Manager is acting solely in its capacity as agent on behalf of Owner. Anything in this Agreement to the contrary notwithstanding, all payments for Services and any other payments owed to Contractor hereunder shall be paid from Owner's funds, and Manager shall have no liability for payments to Contractor to the extent that Owner does not or cannot make funds available for payment. Contractor agrees to look solely to the Premises and to Owner, and not to Manager, for payment of any amounts due Contractor hereunder.

20. Governing Law. This Agreement shall be construed according to the laws of the State of Texas, and the parties agree that any legal proceedings between them shall be held before a court sitting in the Austin, Texas area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CONTRACTOR:

OWNER:

(Insert name of Owner)

By: Campus Advantage, Inc. as authorized agent
for Owner

Name:
Title:

Name:
Title:

The PDF version of this form (FEF 5.00.14) can be found in the Reference/Form section of the Campus Advantage Policies and Procedures Portal.

FEF 5.00.014 SCOPE OF WORK - PAINTING
ATTACHMENT TO CONTRACT

This scope of work is attached to and made a part of that certain Short Term Services Agreement by and between Owner and Contractor.

GENERAL REQUIREMENTS

Furnish all labor, material, supplies, taxes, insurance, equipment, supervision, licenses, permits and any/all incidentals necessary to accomplish all painting work per Contract Documents which consist of the following:

- Contract
- Certificate of Insurance of Contractor
- Project scheduling
- Paint Specifications

SCOPE OF WORK INFORMATION

1. Time is of the essence. Crew sizing will be the responsibility of the Contractor and approved by Manager.
2. Contractor is to paint any and all vacant units as approved by Manager.
3. Occupied Units must be completed the same day the unit is started. Prior notification to the Occupied Units shall be given twenty-four (24) hours in advance by Manager, per agreed to schedule.
4. The Contractor shall be responsible for securing and protecting all existing material finishes. This should include the covering of switch plates and plug plates, door knobs, striker plates, and other hardware. Pre-existing damages to any material finishes shall be noted prior to work commencing.
5. All furniture shall be replaced to its original location upon completion of work.
6. All paint and stain killer will be furnished by the property to ensure color standard. Paint will be checked out by Contractor. Contractor is required to return all empty paint buckets to Manager. Excessive paint use may result in a reduction of contract amount paid out.
7. Contractor is responsible for all wall preparation including removal of stars, double-faced tape, stickers, and any other foreign objects. All nail holes shall be filled with spackling prior to .
8. Contractor shall caulk any and all open seams in baseboards. Kilz shall be applied to all stains on baseboards, walls, and ceilings.
9. Front doors shall be painted on the interior side only using semi-gloss paint.
10. All walls and ceilings shall be painted or touched up as directed by Manager. Paint shall be applied uniformly. A touch-up is considered floor-to-floor and corner-to-corner.
11. Kitchens and bathrooms including doors, door jambs, and trim shall have semi-gloss paint.
12. All other areas shall have flat paint unless specifically directed, in writing, by Manager
13. Lint and dust shall be removed from each ceiling and corners before .
14. All mini-blinds must be removed prior to and re-install upon completion.
15. All closet doors and support rods for shelving must be re-installed, if removed.
16. Contractor may use utilities while performing the contracted work. All lights and air conditioning shall be turned off upon completion of assigned work or at the end of the work day. All mini-blinds must be closed upon completion of work. Air conditioning is to be set no lower than 72 degrees while working in the apartment.
17. Upon completion of unit painting of a specified area, the Contractor shall inspect all units painted that day before releasing the Units to Manager for final inspection. Following written acceptance from Manager, the Contractor shall not be obligated to re-paint. If upon final inspection, Manager determines the Unit or any portion of the Unit needs to be re-painted, the contractor shall be required to re-paint.
18. The Contractor invoice shall not exceed contract price. Any amount invoiced different from the contract shall have approved change order attached, signed by Manager.
19. The Contractor shall have a representative on-site to assist with any problems that may occur on Move-In Day. Date shall be provide from Manager.
20. Specific rooms and units will be listed on a separate attachment.

Contractor understands that minor changes may be made prior to the actual turn date due to the nature of student housing. Manager shall provide a finalized list of bedrooms to paint prior to the start of the turn.

21. The Contractor understands there shall be No Smoking in any Units. There shall be no loud music from radios, boom boxes, etc. There will be no animals allowed on-site. No alcohol is allowed on site.
22. The Contractor shall be responsible for their employees.
23. Items found in vacant Units shall be presented to the Manager's General Manager. Items shall not be removed from the property.
24. The Contractor shall be responsible for the cost of re-keying a Unit and/or building due to lost of key(s). If vendor is issued property keys, all keys must be returned daily prior to vendor's departure from the property.
25. Failure to comply with the completion timeframe and the date prescribed by Manager will result in the Contractor reimbursing Owner and Manager for the completion of this contract by others.
26. At all times, the temperature setting on the AC unit is not to be less than 72 degrees. Contractor is to turn the temperature up to 78 degrees when leaving. AC settings below 72 degrees may result in Manager reducing the price by \$10 per day per unit found to have a setting below 72 degrees.

27. Contract Totals:

Scope of work shall reflect a total "Not to Exceed" contract price in the amount of \$ _____. Payment shall be one third of total contract at inception of turn, one third at completion of turn, and final payment net thirty upon submission of final invoice. Contractor will be responsible for submission of invoices based upon agreed schedule.

Contract price is an all inclusive price and shall be considered total payment of contract. Any revisions to contract must be reflected on an approved change order signed by contractor, the Manager's General Manager, and the Manager's Regional Manager prior to the starting of any work. The "not to exceed" price is not a guarantee of the amount that will be paid to Contractor should Contractor fail to complete all work as outlined in this agreement and any supporting documents. Contractor's failure to complete all work as outlined in this document and any attachments to this document will result in a prorata reduction of the total agreed to contract price.

Total number of Complete Units: _____
Total number of Partials/Bedrooms _____

28. Maximum Total Contract \$ _____ Not to Exceed.

29. Property Contacts:

General Manager: _____

Assistant Manager: _____

Maintenance Supervisor: _____

Contractor Signature

Date

The PDF version of this form (FEF 5.00.13) can be found in the Reference/Form section of the Campus Advantage Policies and Procedures Portal.

FEF 5.00.013 SCOPE OF WORK – GENERAL / FINAL CLEANING

ATTACHMENT TO CONTRACT

This scope of work is attached to and made a part of that certain Short Term Services Agreement by and between Owner and Contractor.

GENERAL REQUIREMENTS

Furnish all labor, material, supplies, taxes, insurance, equipment, supervision, licenses, permits and any/all incidentals necessary to accomplish all cleaning work per Contract Documents which consist of the following:

- Contract
- Certificate of Insurance of Contractor
- Project scheduling
- Cleaning Specifications

SCOPE OF WORK INFORMATION

1. Time is of the essence as it relates to scheduling within this project. Crew sizing will be the responsibility of the Contractor and approved by Manager. Scheduling must be approved by Manager.
2. *Occupied Units* must be completed the same day the unit is started. Prior notification to the *Occupied Units* shall be given twenty-four (24) hours in advance, by Manager.
3. The Cleaning Contractor shall be responsible for securing and protecting all existing material finishes. Existing damages to any material finishes shall be noted prior to work commencing.
4. Final cleaning – Unless otherwise noted, the Work required as part of this contract shall include a comprehensive cleaning, including but not limited to:
 - a. Sweeping and mopping of vinyl flooring, ceramic tile, and balconies/patios.
 - b. Vacuuming carpet.
 - c. Wiping down and cleaning of the following:
 1. Plumbing fixtures
 2. Cabinets (interior and exterior)
 3. Mirrors
 4. Interior doors and door frames and hardware
 5. Interior windows
 6. Light fixture lens
 7. Wipe down of all furniture surfaces and inside of drawers. Vacuuming of sofa and chair cushions including the surface under the sofa and chair cushions.
 8. HVAC ceiling diffusers
 9. Shower / tubs
 10. Appliances (including top of refrigerator)
 11. Mini-blinds
 12. Ceiling fans
 - d. Contractor will be responsible for furnishing labor and equipment to clean light fixture lenses.
 - e. Contractor will be responsible for removing such items as shower curtains, shower rings, coat hangers, and other trash remaining in unit and properly disposing of that trash
5. All furniture shall be replaced to its original location per floor plan.
6. The refrigerator, stove, washer, and dryer shall be pulled out and sides cleaned and flooring cleaned underneath.
7. The cleaning contractor shall use only cleaning materials and equipment that are compatible with the surface being cleaned, and as recommended by the manufacturer of the material. Material testing shall occur to ensure cleaning materials will not harm the item or surface being cleaned.
8. The Contractor will be responsible for picking up unit assignments from Manager each business day.

9. The Contractor may use utilities while performing the contracted work. All lights and air conditioning shall be turned off upon completion of assigned work and at the close of the work day. All mini-blinds must be closed upon completion of work.
10. Upon completion of unit cleaning of a specified area, the Contractor shall inspect all Units cleaned that day before releasing the units to Manager for final inspection. Following written acceptance from Manager, the Contractor shall not be obligated to re-clean. If upon Final inspection, Manager determines the unit or any portion of the unit needs to be re-cleaned, the cleaning contractor shall be required to re-clean.
11. The Contractor invoice shall not exceed contract price. Any amount invoiced different from the contract shall have approved change order attached, signed by Manager.
12. The Contractor shall have a representative on-site to assist with any problems that may occur on Move-In Day. Date shall be provide from Manager.
13. Specific rooms and units will be listed on a separate attachment.
Contractor understands that minor changes may be made prior to the actual turn date due to the nature of student housing. Manager shall provide a finalized list of bedrooms/units for cleaning prior to the start of the turn.
14. The Contractor understands there shall be No Smoking in any Units.
15. There shall be no loud music from radios, boom boxes, etc. There will be no animals allowed on-site.
16. No alcohol is allowed on site
17. The Contractor shall be responsible for the cost of re-keying a Unit and/or building due to lost of key(s). If vendor is issued property keys, all keys must be returned daily prior to vendor's departure from the property.
18. Failure to comply with the completion timeframe and the date prescribed by Manager will result in the Contractor reimbursing Owner and Manager for the completion of this contract by others.
19. At all times, the temperature setting on the AC unit is not to be less than 72 degrees. Contractor is to turn the temperature up to 78 degrees when leaving. AC settings below 72 degrees may result in Manager reducing the price by \$10 per day per unit found to have a setting below 72 degrees

Contract Totals:

Scope of work shall reflect a total "Not to Exceed" contract price in the amount of \$_____.
Payment shall be one third of total contract at inception of turn, one third at completion of turn, and final payment net thirty upon submission of final invoice. Contractor will be responsible for submission of invoices based upon agreed schedule.

Contract price is an all inclusive price and shall be considered total payment of contract. Any revisions to contract must be reflected on an approved change order signed by Contractor, Manager's General Manager, and Manager's Regional Manager prior to the starting of any work. The "not to exceed" price is not a guarantee of the amount that will be paid to Contractor should Contractor fail to complete all work as outlined in this agreement and any supporting documents. Contractor's failure to complete all work as outlined in this document and any attachments to this document will result in a prorata reduction of the total agreed to contract price.

Total number of Complete Units: _____
Total number of Partials/Bedrooms _____

Maximum Contract Total: \$_____ Not To Exceed

24. Property Contacts:

General Manager: _____

Assistant Manager: _____

Maintenance Supervisor: _____

Contractor Signature

Date

The PDF version of this form (FEF 5.00.12) can be found in the Reference/Form section of the Campus Advantage Policies and Procedures Portal.

FEF 5.00.12 SCOPE OF WORK – CARPET CLEANING

ATTACHMENT TO CONTRACT

This scope of work is attached to and made a part of that certain Short Term Services Agreement by and between Owner and Contractor.

GENERAL REQUIREMENTS

Furnish all labor, material, supplies, taxes, insurance, equipment, supervision, licenses, permits and any/all incidentals necessary to accomplish all work per Contract Documents which consist of the following:

- Contract
- Certificate of Insurance of Contractor
- Project scheduling

SCOPE OF WORK INFORMATION

1. Time is of the essence as it relates to scheduling within this project. Crew sizing will be the responsibility of the Contractor and approved by Manager. Scheduling must be approved by Manager.
2. *Occupied Units* must be completed the same day the unit is started. Prior notification to the *Occupied Units* shall be given twenty-four (24) hours in advance, by Manager.
3. The Contractor shall be responsible for securing and protecting all existing material finishes. Existing damages to any material finishes shall be noted prior to work commencing. Contractor shall use only materials and equipment compatible to the surface being cleaned. Prior testing will occur to ensure no harm to existing materials.
4. All furniture shall be replaced to its original location per floor plan upon completion of work. Contractor is responsible for the removal of any trash found while moving the furniture. Carpet shall be shampooed under furniture and moved back into its original location.
5. Contractor will be responsible for picking up unit assignments from Manager each business day.
6. Contractor may use utilities while performing the contracted work. All lights shall be turned off upon completion of carpet cleaning. Air conditioning shall be left in the auto setting on 75 degrees to allow adequate air flow for carpets to dry. All mini-blinds must be closed upon completion of work.
7. Upon completion of unit carpet cleaning of a specified area, the Contractor shall inspect all Units cleaned that day before releasing the Units to Manager for final inspection. Following written acceptance from Manager, the Contractor shall not be obligated to re-clean. If upon final inspection, Manager determines the unit or any portion of the unit needs to be re-cleaned, the Contractor shall be required to re-clean.
8. Contractor invoice shall not exceed contract price. Any amount invoiced different from the contract shall have approved change order attached, signed by Manager.
9. Contractor shall have a representative on-site to assist with any problems that may occur on Move-In Day. Date shall be provide from Manager.
10. The specific rooms and units to be cleaned will be listed on a separate attachment.

Contractor understands that minor changes may be made prior to the actual turn date due to the nature of student housing. Manager shall provide a finalized list of bedrooms for one week prior to the start of the turn.

11. Contractor understands there shall be No Smoking in any Units. There shall be no loud music from radios, boom boxes, etc. There will be no animals allowed on-site. No alcohol is allowed on site.
12. Contractor shall be responsible for the cost of re-keying a Unit and/or building due to lost of key(s). If vendor is issued property keys, all keys must be returned daily prior to Contractor's departure from the property.
13. Failure to comply with the completion timeframe and the date prescribed by Manager will result in the Contractor reimbursing Owner and Manager for the completion of this contract by others.
14. At all times, the temperature setting on the AC unit is not to be less than 72 degrees. Vendor is to turn the temperature up to 75 degrees when leaving. AC settings below 72 degrees may result in Manager reducing the price by \$10 per day per unit found to have a setting below 72 degrees

Contract Totals:

Scope of work shall reflect a total "Not to Exceed" contract price in the amount of \$_____.
Payment shall be one third of total contract at inception of turn, one third at completion of turn, and final payment net thirty upon submission of final invoice. Contractor will be responsible for submission of invoices based upon agreed schedule.

Contract price is an all inclusive price and shall be considered total payment of contract. Any revisions to contract must be reflected on an approved change order signed by Contractor, Manager's General Manager, and Manager's Regional Manager prior to the starting of any work. The "not to exceed" price is not a guarantee of the amount that will be paid to Contractor should Contractor fail to complete all work as outlined in this agreement and any supporting documents. Contractor's failure to complete all work as outlined in this document and any attachments to this document will result in a prorata reduction of the total agreed to contract price.

Total number of Complete Units: _____
Total number of Partial Units/Bedrooms _____

Maximum Contract Total: \$_____ Not To Exceed.

Property Contact List:

General Manager: _____

Assistant Manager: _____

Maintenance Supervisor: _____

Contractor Signature

Date

An editable version of this form (FEF 5.00.15) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

FEF 5.00.15 Turn Punch Sheet

APARTMENT: _____ BED: _____

New Resident Moving In On: _____

	DATE COMPLETED	INITIALS	NOTES
Trash Out			
PUNCH			
PAINT			
CLEAN			
CARPET (Steam / Clean)			
KEYS MADE			

NOTES/SPECIAL INSTRUCTIONS:

An editable version of this form (FEF 5.00.06) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

FEF 5.00.06 FINAL INSPECTION CHECKLIST

APARTMENT: _____ **BED:** _____

_____ All Keys Work
_____ Door Knobs and Locks Work Properly
_____ CLEANING/PAINTING/CARPET COMPLETE

- ☐ Floors/Baseboards
- ☐ Kitchen
- ☐ Bathrooms
- ☐ Bedrooms
- ☐ Common Area (if applicable)
- ☐ Walls/Ceilings
- ☐ Carpet
- ☐ Windows
- ☐ Blinds
- ☐ Furniture in good condition / Correct pieces present

_____ Utilities Working
☐ Water
☐ Electricity
☐ Cable

TO DO:

- ☐ Flush All Toilets
- ☐ Close All Windows
- ☐ Ensure blinds are down, slats are open
- ☐ Mattress/Boxspring laying flat on frame
- ☐ Furniture in correct place
- ☐ Lock All Bedroom Doors
- ☐ Door Hangers on Proper Doors
- ☐ Turn Icemaker On (arm in down position)
- ☐ Set A/C to 75 degrees
- ☐ Turn off all lights
- ☐ Spray Air Freshener
- ☐ Sweep entry tile as you leave
- ☐ Lock front door

NOTES:

Completed By: _____ Date: _____

An editable version of this form (FEF 5.00.08) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

FEF 5.00.08 TURNOVER MAINTENANCE AND CLEANING PUNCH LIST

Apartment # _____ Date complete _____

ENTRANCE

MGMT	MAINT
-------------	--------------

_____	_____
_____	_____
_____	_____

Check front door condition
 Check front door handle/lock
 Check front foyer/Outside – clean/lights work

LIVING/DINING ROOM

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Window open and lock/screens in place
 Blind operational
 Outlet/Switch plate covers on/clean
 Sliding door operational
 Fireplace/hearth clean
 Ceiling fans/lights operational
 AC Unit works

BATHROOM

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

light fixtures have bulbs
 Switches/lights working
 Caulking (toilet, sink, tub) completed
 Toilet operational (flush)
 Sink operational (fill and drain)
 Tub operational (fill and drain)
 Vinyl in good condition
 Tile in good condition
 Tub in good condition
 Towel bar and T/P holder secure
 Leaks (sink, toilet, tub)
 Mirror not broken
 All outlet/switch plate covers on/clean

KITCHEN

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Light fixtures operational/have bulbs
 All outlets/switch plates on/clean
 Refrigerator operational and clean
 Stove operational and clean
 Range hood (light and fan) operational
 Disposal operational
 Counter top in good condition
 Cabinet doors/drawers operational (open them)
 Cabinets are clean inside
 Leaks (sink, disposal, D/W)

UTILITY CLOSET

MGMT

MAINT

Washer/Dryer
Hot Water Heater

BEDROOM A

Window open and lock/screens in place
Blind operational
Outlet/Switch plate covers on/clean
All shelves are in closet
Ceiling fans/lights operational
Closet Doors slide on the tracks

BEDROOM B

Window open and lock/screens in place
Blind operational
Outlet/Switch plate covers on/clean
All shelves are in closet
Ceiling fans/lights operational
Closet Doors slide on the tracks

BEDROOM C

Window open and lock/screens in place
Blind operational
Outlet/Switch plate covers on/clean
All shelves are in closet
Ceiling fans/lights operational
Closet Doors slide on the tracks

BEDROOM D

Window open and lock/screens in place
Blind operational
Outlet/Switch plate covers on/clean
All shelves are in closet
Ceiling fans/lights operational
Closet Doors slide on the tracks

Maintenance Staff Member Signature

TURN ADMINISTRATION



CHARGE-BACKS

The purpose of charge backs are to bill the resident for excessive damages beyond normal wear and tear. Charge backs are not done for the purpose of generating additional revenue for the property. This practice is expressly prohibited. All charges should be legitimate and justifiable. If a damage is beyond normal wear and tear, legitimate and justifiable, then resident(s) should be held financially accountable. Management has a fiduciary responsibility to the owner to assess and collect for all legitimate charges to residents.

- All work performed in apartments at turnover beyond normal wear and tear must be charged back to the resident on a time and materials basis.
- Charge-backs should be clearly documented with an itemized list of charges assessed. If you cannot document the expenses charged back to the resident, you should not be charging them.
- Any work done in the common areas of an apartment must be charged equally to all lease-holders in that apartment. Those moving out will have the amount deducted from their security deposit and/or billed to their account while those renewing their leases will receive an invoice for the amount due. Charge-backs are necessary in order to maintain the overall up keep of the property.
- For apartments with excessive damage and high charges, take photos. In each photo, include something in that photo that identifies the apartment number so that there is no confusion. Most digital cameras have a "tag" feature that will allow text to appear on the photo. This can be used to "tag" the photo with the unit number.

A move out inspection form should be utilized to note condition of apartment and bedroom at the time of move out. This form is utilized to compare to their move in inspection form that should be in their resident file. Information gathered for resident charges should be very specifically noted on the inspection form. Refer to charge list for recommended fees.

NOTE: Regardless of state laws regarding abandoned property, tag and bag valuables and hold for 30 days. In no instance should an employee or vendor take the remaining items for their personal use. Send a notice to resident's forwarding address and permanent address stating that if abandoned valuables are not claimed within 30 days that they will be disposed of. Storage fees may be charged to the former resident.

All Furniture must be inspected thoroughly. Check for stains, cigarette holes, pet damage, rips and tears. Flip cushions and mattress for damage or stains. Pull furniture away from walls to check for hidden damage. It is extremely important that we recoup monies for damaged furniture as these items are very expensive to replace.

If an apartment has some roommates that are vacating and others who are renewing, the following rules apply:

- The bedroom and bathroom of the vacating resident should be inspected for charges. This bedroom and bathroom should be turned for the new resident moving in.
- If common areas are not acceptable for a new move in, these areas must be turned and the charges billed back equally to all residents both current and those that vacated.
- Front door locks must be changed on every apartment including those that are partially vacated.
- All residents on the lease must be present for the inspection of the unit and will be required to sign off on any charges that could possibly be assessed to the residents.
- The remaining resident(s) will be equally charged for any common area cleaning and repairs.

Any questions that you may have in reference to charge backs should be discussed with your Regional Manager or the Vice President of Operations.



Subject: DEPOSIT DISPOSITIONS

If a resident paid a security deposit then that resident is entitled to a refund of the remainder of their security deposit after charges for cleaning, repairs, and unpaid charges such as rent and late fees have been assessed. Due to the time constraints to get refunds returned to the residents it is helpful to work on “pricing out” the inspection forms throughout the turnover process, as time allows. Once all charges are calculated, the information must be keyed into OneSite for each former resident. It is imperative that each property is familiar with their state’s laws regarding turnaround time, interest accrual, and charge-back regulations. Unless your state is specific otherwise, the default time will be 30 days after surrender of the apartment to return any security deposit and/or send out the statement for any unpaid deposit. All deposit dispositions/refunds must be entered into OneSite in a timely manner in order to expedite the refund process.

Even if a resident isn’t receiving a refund, you must still send them proper notification of any charges with a detailed list of such charges within the allocated time frame in your state. It is up to you to be aware of those requirements for your state. Note that some states have one requirement for the number of days to provide a full refund and a different requirement for sending out statements of charges due or partial refunds. If in doubt, legal advice should be sought or state property codes referenced.

All damages and cleaning requirements should be noted directly on the move out inspection form. This should be compared to the resident’s move in inspection form. After all units are inspected, charges can be added to the actual inspection form. It is not advised that you try to do this while inspecting apartments. Charges should be consistent and composed of the charges gathered from actual market costs, those charges assessed by your contractors for such things as excessively dirty apartments, and charges off of our maintenance charge costs. A sample maintenance charge cost sheet follows in this section.

After you have finished calculating charge backs enter the charges during the Close Account process. The Final Account Statement (FAS) should be generated for the charges on the account. A sample FAS follows this section. The charges should be entered during the Close Account process rather than on the Resident Ledger. Otherwise, the charges will not be available to edit later if needed. A copy of the FAS is in the turn administration forms section of this manual. The completion of the FAS assists in the process of entering the information into OneSite. A copy of all information sent to the resident should be kept in their resident file for future reference. Please review the OneSite online help manual for detail of how to enter move out charges and how to properly move a resident out of the accounting system. Instructions on accessing the online help manual follow.

Turn Administration Move out procedures

- Walk resident's room/unit to determine if there are any charges to their account
- Enter those charges into their account per the OneSite instructions

If a refund is due to the resident

- If there is some security deposit remaining after applying it against any charges, or if there is not a balance due, you will need to process a refund through OneSite to return the security deposit.
- Follow the steps in the OneSite manual to refund the resident their remaining security deposit.
- If no forwarding address is provided, do not use the property address, use the last known address or the guarantors address.
- Note that most states require that refunds be postmarked no later than 30 days from the date that the resident vacates the premises. In the absence of specific state laws regarding refunds, the 30 day rule shall apply.

If a balance is due by the resident

- If after applying security deposit there is any balance due showing at the bottom, the resident will owe the property money.
- Follow the OneSite procedures for entering the charges
- The Close Account process can be used to note the time allowed to pay and the Final Account Statement will note the balance due, and . A sample copy follows.
- Keep a copy of the ledger, FAS and charge back documentation in the resident's file.

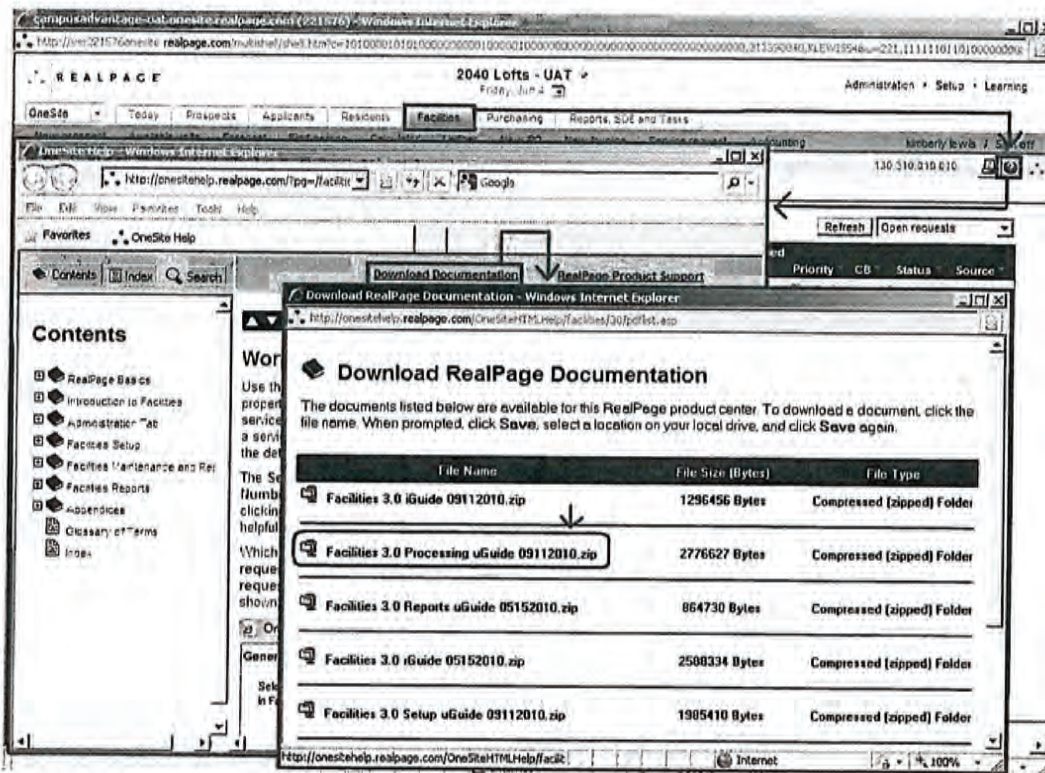
If a resident owes a balance on their account, the FAS should be sent from the property with a detail accounting of the charges indicating that payment is due within thirty days of the date of the letter. Should payment not be received, the account will be turned over to a collection agency and the balance noted on their national credit scores. Should payment be received, you must credit the account properly. By keeping all dispositions in a notebook by month, you will know which accounts to turn over monthly to the collection agency. Accounts should not be turned over until a minimum of thirty days have passed and attempts have been made by the on-site team to collect on the balance due. Details from every attempt should be recorded as a Delinquency Comment on the residents Activity tab. Remember that we share an average of 35% of any monies collected with a collection agency, depending on the agency. This fee should be added to all balance due accounts prior to turning them over to a collection agency, if your state allows.

Be sure to follow the procedures for write off's to bad debt with your Regional Manager prior to turning over any accounts to collection and taking any write off's to bad debt.

RealPage Instructions: Download Documentation

Instructions to Download Documentation:

1. From any window in RealPage click the **Help** question mark located in the top right corner.
2. A new OneSite Help window will appear. Click the **Download Documentation** link located at the top of the window.
3. The Download RealPage Documentation window will appear. Manuals relevant to the RealPage window where the **Help** question mark was clicked will be listed.
4. Click the file name of the desired manual to download. The Internet Explorer File Download options will appear. Click **Open** or **Save** as preferred.



Notes: The "uGuides" are User manuals. The "iGuides" are Implementation manuals. The "rGuides" are Reports manuals. The "Quick Steps" are cheat sheet.

2040 Lofts - UAT
2040 W Wisconsin Ave
Milwaukee, WI 53233-2004

James Dean
14502 Valor Cir
Tampa, FL 33613-3083

Final account statement - Revised

Ledger Account at move-out

Balance at move-out 0.00

* See the itemized charges for a complete listing of the work.

Deposit Activities

Deposit Received (200.00)

Total Deposits on hand (200.00)

Additional charges/credits/payments after move-out

(200+) Bottle caps removed from ceiling 40.00

(4) Bags of trash removed from bedroom 60.00

10.20.10 Entergy Electric Final Charges 13.72

Front door key not returned 75.00

Replacement of damaged mini-blinds in bedroom 130.00

Total additional charges / credits / payments 308.72

Final Account balance

Balance at move-out 0.00

Total Deposits (200.00)

Total additional charges / credits / payments 308.72

Total account balance due 108.72

FAS Prepared

Date 12/01/2010

User lewis, kimberly

Pay to

2040 Lofts - UAT
2040 W Wisconsin Ave
Milwaukee, WI 53233-2004

Lease information - Unit S111C

Move-in 06/02/2010

Notice given 06/03/2010

Lease expires 06/01/2011

Move-out 06/03/2010

Move-out reason Acquired a Pet

This is a notice of the Landlord's intention to impose a claim for damages upon your security deposit. It is sent to you as required by section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice or the Landlord will be authorized to deduct its claim from your security deposit. Your objection must be sent to the Landlord at the address shown below.

Manager

CAMPUS ADVANTAGE, INC.

FEF 4.06 SUGGESTED MAINTENANCE PRICE LIST*

FURNITURE:

LIVING ROOM:

Sofa	\$800.00
Sofa Cushion	\$110.00
Chair	\$425.00
Chair Cushion	\$110.00
Coffee Table	\$310.00
End Table	\$295.00
Entertainment Center	\$275.00
Shelf	\$45.00
Barstool	\$145.00
Barstool seat	\$45.00
ceiling fan	\$135.00
ceiling fan light kit	\$65.00

BEDROOMS:

Mattress	\$245.00
Box Spring	\$245.00
Bed Frame	\$85.00
Dresser	\$310.00
Desk Chair	\$195.00
Ceiling Fan	\$95.00
Light Fixture (Globe)	\$45.00

BATHROOM:

Tub/shower enclosure	market
Toilet	\$85.00
Toilet Seat	\$25.00
Shower Rod	\$10.00
Exhaust Fan	\$45.00
Mirror	market
Medicine Cab.	\$65.00
Vanity	market
Sinks	\$65.00
Towel Bars	\$25.00
Sinks	\$65.00
Towel Bars	\$25.00
TP Holder	\$15.00

APPLIANCES:

Range	\$495.00
Vent Hood	\$110.00
Vent Fan	N/A
Vent Filter	\$18.95
Drip Pans	2.95 sm 3.95 lg
Refrigerator	\$695.00
Ref.shelf/drawer	\$35.00
Ice maker	\$110.00
Microwave	\$200.00
Sinks	market
Dishwasher	\$288.00
Disposal	\$85.00
Washer	\$395.00
Dryer	\$395.00

Cabinets	market
HV/AC Vent	market

COUNTER TOPS:

Kitchen	market
Kitchen Bar	market
Bath vanity	market

DOORS:

Bathroom	\$195.00
Bedroom	\$195.00
Closet-Mirror	\$220 / set
Entry	\$350.00
HV/AC	\$195.00
Laundry	\$195.00
Patio glass	\$295.00
Patio French	market
Closet Door Guide	\$4.95
Door Stops	\$2.95
Closet Door Guide	\$4.95
Door Stops	\$2.95

SHELVING:

Closet	\$20 / 8 ft.
Bathroom	\$20 / 8 ft.
Laundry Room	\$20 / 8 ft.

LIGHT BULBS:

	\$2.50 ea.
--	------------

VCT Tile Floor

	market
--	--------

Vinyl Tile Floor

	market
--	--------

Carpet Repair

	market
--	--------

Carpet Replace

	market
--	--------

BALCONY or PATIO:

Ceiling	market
Cement	market
Light Fixture	\$45.00
Siding	market
Support	market
Railing	market

LOCKS:

Re-key	\$65.00
Keys	\$7.50ea.

SCREENS:

Window	\$45.00
Balcony Door	\$95.00
Re-install	\$10

WINDOWS:

	market
--	--------

BLINDS:

small window	\$35.00
large window	\$65.00
Vertical patio	\$110.00

Safety Equipment

Fire Extinguisher	\$65.00
smoke detector	\$45.00

*Estimate cost of supply and labor. Regional variations in pricing may exist. Some states may require exact pricing. Check state and local regulations.

A PDF version of this form (FEF 4.06) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.



Subject: TURNOVER LETTERS

Each pending and current resident of your Community should receive a letter detailing turnover procedures. Four types of letters will be sent to the home address. Current residents will also receive a copy of the letter at their apartment. Each resident should receive one of the following types of letters:

- current residents moving out (FEF 5.00.11)
- current residents renewing their leases (FEF 5.00.17)
- current residents transferring apartments
- and new residents moving in (FEF 5.00.18)

These letters are necessary to inform all residents of the procedures during the week of turnover. Since an abundance of letters need to be produced in a short amount of time, it is essential to enlist the help of your community assistants for this task.

It will be necessary to customize these letters with the specific information pertaining to your property. Prior to sending out any letters, please send them to your Regional Manager for proofing. Sample letters are included in the Turn Administration Forms section of this manual.

TURN ADMINISTRATION FORMS



Introduction

The following section contains internal forms for processing security deposits and sample letters and other information for communicating with residents prior to turn and move in.

- **Balance due letter** – this is a sample letter to send to residents who have moved out, when they owe a balance that their security deposit will not cover.
- **Move out letter** – letter to give to residents before move out to ensure that they understand what their obligations are and what they can do to get the highest security deposit refund.
- **Move out information** – details of what a resident can do to get their highest security deposit refund.
- **Forwarding address labels** – for residents to complete to ensure that we have their future addresses and know where to send their security deposit.
- **New Resident Move In Letter** – sample letter for new residents moving in. Details what they need to do on move in day and when they are to move in.
- **Renewing Resident Letter** – this letter details to renewing residents what will be happening during turn. This must be sent to residents who have a partial turn as vendors and employees will be entering the apartment at some time.

SAMPLE BALANCE DUE RESIDENT LETTER

Date

Name

Address

City, State, Zip

RE: Balance Due

Dear Resident,

Enclosed please find your account ledger and statement for your lease at the Name of Property. You have a balance due of \$\$\$\$\$.

You must reimburse the balance due, or make satisfactory payment arrangements with the management within 30 days from the date on this letter. Failure to do so will result in initiation of collection procedures. If collection procedures are initiated, you can be held responsible for any collection charges and your unpaid balance may be reported to the major credit reporting services.

To make a payment, you may mail your check to:

Property Name

Address

City, State, Zip

Or you may call 111-111-1111 to pay by phone with a credit card or to discuss these charges if you have questions.

Sincerely,

Name

Title

An editable version of this form (FEF 5.00.11) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

LETTERS FOR RESIDENTS MOVING-OUT (FEF 5.00.11)

Recommend sending out July 1st and August 1st

May 29, 2008

«First» «Last»
«Unit»

Dear «First»:

We hope you have enjoyed your stay and appreciate you choosing _____ as your home. Your move out date is «Date» no later than 12:00 noon on _____. Should you move out on your scheduled day or at an earlier date we have simplified the process with our “Express Check Out.” Come by pick up an “Express Check Out” envelope complete the requested information on the front then place all your keys, access card and gate remote (if applicable) in the envelope and just drop it off with anyone in the office. If it is after hours you can leave it in the night drop box located about 15 feet to right hand side of the front doors. You must be completely out of your unit before completing the “Express Check Out” as you will not be able to return to the unit afterwards.

Should you choose to be present for the walk through of your apartment we are taking appointments starting _____ at _____. We will not be doing any accompanied walks on the move out day. If you do sign up for a scheduled walk through you will still be required to move out on _____ by _____. Additionally, scheduled walks are not considered the final assessment of the unit and no charges will be designated at that time, it merely an estimation of what maintenance needs to be completed for the future residents. Within 21 days of the end date of your lease you will receive a statement listing all charges should there be any.

Should you have a security deposit it is fully refundable provided your apartment is returned to us in clean and good condition and you have no outstanding amounts due. Charges are assessed if there are damaged items or if the Apartment Clean Up Procedures listed below are not completed to a level acceptable by management. Please note, you will still be required to clean up your unit even if you have roommates who are staying. Failure to do so will result in charges. This letter is written to make your move out as easy as possible for you. The following is a checklist provided to help you in these efforts:

An editable version of this form (FEF 5.00.10) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

MOVE OUT INFORMATION (FEF 5.00.10)

HOW TO MOVE OUT WITHOUT GETTING CHARGED

If you have not renewed your lease, ***YOU MUST VACATE YOUR ROOM/UNIT BY 12 NOON*** on _____

Apartment Clean-Up Procedures

Entry:

- A. Sweep and wash (if needed) your patio or balcony (if applicable).
- B. Wash inside and outside of all entry doors.
- C. Thoroughly clean (sweep and mop) entry tile floor

Living Room/Common Living Areas:

- A. Clean entertainment center (if furnished) including counter top, and shelves.
- B. Wipe down all furnished furniture (including coffee table, end table, dining table, and chairs).
- C. Clean ceiling fan - blades and lights.
- D. Vacuum out sofa and chair - make sure to get underneath all cushions.
- E. Vacuum carpets thoroughly, if they are heavily soiled it advisable you have them professionally cleaned.

Bathroom:

- A. Wash inside and outside of vanity.
- B. Wipe or scrub the interior and exterior of all drawers and cabinets, and wipe off counter top.
- C. Clean the mirror with Windex or similar product.
- D. Thoroughly scrub all ceramic tile around bathtub. Use a product such as Tilex or Scrub Free to clean the grout as well as the ceramic tiles. You may have to clean the tiles around the soap dish several times to get them to shine and be free of soap film. Scour the bottom and sides of the tub with Comet or Ajax until all dirt and soap residue is gone. Don't forget to scour the soap dish and temperature knobs as well. Make sure there are no rust rings on the edge of the tub.
- E. Clean vanity sink including the faucet (sometimes a toothbrush must be used around the knobs to get them completely clean).
- F. Clean toilet bowl and tank; make sure exterior of toilet, lid and bowl are clean. Pay special attention to the base of the toilet.
- G. The bathroom is also painted with semi gloss paint so it you can wipe it down with a warm damp cloth. **DO NOT USE CLEANER OF ANYKIND ON THE PAINT.**
- H. Sweep and mop the bathroom floor. (Please review the advice given under Kitchen Floor).

Windows:

- A. Wash interiors of all windows with Windex or similar product.
- B. Wipe down the top (locks) and tracks of all windows. Also wipe down all windowsills.

Bedrooms:

- A. Wipe down all furniture (including desk, dresser/chest of drawers, and desk chair).
- B. Clean ceiling fan - blades and lights.

- C. Thoroughly vacuum the entire bedroom. If the carpet is heavily soiled it may be advisable to have it professionally cleaned.

Walls: All walls free of marks, stains and damage. Touch up paint for the common areas and bedroom can be picked up in office.

General Items:

- A. All mini-blinds must be completely clean.
- B. Clean all doors on both sides - including closets.
- C. Wash all closet and pantry shelves.
- D. Thoroughly vacuum all carpeting.
- E. Wash all light fixtures to remove dust and bugs.
- F. Clean all fingerprints/grime from walls, doors, and light switches.
- G. Remove small nails from the wall. **DON'T FILL IN THE NAIL HOLES.** If you used larger nails, screws or molly bolts, you are responsible for removing them and returning the wall to its original condition.
- H. All light bulbs should be working.
- I. You are responsible for the cleaning and any damages to the carpet from stains or soils. If you had an unauthorized pet in your apartment at any time during your lease term, you will be held responsible for any damages caused by your pet, which may include the cost of replacement of carpet, pad and tack strip.
- J. Do not leave any of your personal belongings or trash in the apartment. Removal by our staff will result in a charge against your security deposit.
- K. Do Not use bleach of any kind.
- L. Please refer to the following list for some recommendations on cleaning products:

Kitchen (where applicable):

- A. Stove:
 - 1. Thoroughly clean exterior of oven. Don't forget the exterior of the oven drawer as well.
 - 2. Use oven cleaner to clean interior of oven. Easy-Off Fume Free is an easy and odorless product that works well for this task. You may have to do some extra cleaning for stubborn spills. If so, please use a mild detergent, and/or a steel wool pad.
 - 3. Replace all drip pans and clean all food and spills from underneath the drip pans.
 - 4. Remove oven drawer - clean drawer and sweep out from under the drawer. Be careful not to wipe the ash from the oven into your clean oven drawer.
 - 5. Clean exhaust hood (exterior as well as grease under the hood) and clean the fan filter over the stove by running it through one or two cycles in the dishwasher.
 - 6. Make sure broiler pan is completely clean and placed in the bottom of the stove drawer. Easy-Off Fume Free oven cleaner works well on the broiler pan using the "cold" directions on the back of the can.
 - 7. Clean walls, cabinets and floor under and around stove.
- B. Refrigerator:
 - 1. Wash all inside and outside surfaces.
 - 2. Don't forget the crisper drawer (inside and underneath).
 - 3. Dump all ice from icemaker and wash the receptacle and maker. Lift the lever to the off position.
 - 4. Clean all drawers, compartments and shelves.
- C. Cabinets and Countertops:
 - 1. Interior of cabinets should be free of shelf lining, crumbs and dust. Don't forget the drawers.
 - 2. All exterior cabinets should be wiped down to remove water spots and food drips or spills.
 - 3. Wipe off all countertops.
 - 4. Clean the tops of the cabinets.

D. Dishwasher:

1. Thoroughly clean inside and out and around the edges- especially the door.
2. Clean out any glass or plastic in bottom of dishwasher and around the spray arm.

E. Kitchen Floor

1. Sweep the floor to remove all dirt and debris.
2. If the floors have been cleaned on a regular basis, a disinfecting cleaner should be all you need to mop the floors. DO NOT APPLY ANY TYPE OF FLOOR WAX.

F. Kitchen Sinks

1. Kitchen sinks should be scrubbed and free of water spots and stains.
2. Make sure that the kitchen faucet is clean - pay special attention to the area around the faucet knobs.
3. Make sure garbage disposal is free of all food/objects.

G. Kitchen Walls

1. The kitchen walls are painted with a semi gloss paint. Use a warm damp rag to wipe down all wall surfaces paying special attention to the areas behind the sink and stove. DO NOT USE CLEANER OF ANYKIND ON THE PAINT.

H. Washer/Dryer (if furnished)

1. Washer should be clean inside and out. The exterior should be wiped down and the control turned to the "off" position.
2. Dryer should be clean inside and out. Please remove all debris/lint from the lint trap. The exterior should be wiped down and the control turned to the "off" position.

Recommended Products

- Disinfecting cleansers such as 409, Fantastik or Windex Glass and Surface work great on most surfaces (furniture, ceiling fans, baseboards, etc.).
- S.O.S. Pads will help you easily clean your oven and drip pans.
- Disinfecting and non-sudsing cleansers with the ability to cut grease, such as Top Job or Mr. Clean are perfect for the kitchen and bathroom (countertops, floors, exhaust fan, vanity, etc.).
- Ajax or Comet to scrub the sinks and bathtubs.
- Windex Glass and Surface for all mirrors and doors.
- For the shower tiles, you'll need soap scum and grout cleaners such as Tilex or Scrub Free.
- Disinfecting toilet bowl cleaner such as Lysol Cling Free.

Once again we would like to thank you for choosing _____ and hope you find the document helpful. Should you have any questions or concerns please do not hesitate to contact the office at _____ or you may email us at _____.

An editable version of this form (FEF 5.00.07) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

MAIL FORWARDING FORM (FEF 5.00.07)

(To be included in all move out communication)

Resident Information / Old Address – Please Print Legibly

First Middle Last

Apartment Address

Contact Phone Number

New Mailing Address – Please Print Legibly

Number and Street

Apt./Suite Number

City State ZIP

Contact Phone Number

Start Date TO End Date

Signature Date

Office Use Only
VERIFICATION ENDORSEMENT _____

An PDF version of this form (FEF 5.00.05) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

Express Check-Out Envelope (FEF 5.00.05)

To expedite the move out process, residents should be offered the opportunity to turn their keys in without a formal inspection. The document below can be printed on a standard number 10 envelope, distributed to residents, and residents returning the completed information with keys returned in the envelope.

Express Check Out and Key Return Envelope	
I understand by choosing to use the "Express Check Out" option I am agreeing to move-out with out an accompanied walk through of the unit. I agree to leave the apartment in a clean condition and understand that I may be assessed for if left unclean or damaged. Any and all charges and fees will be assessed without me being present and I am willing to accept any and all charges or fees without question. <i>I further understand that it is my right to have an accompanied walk through and I have been given an opportunity to set an appointment for such a walk through. Therefore by signing below I am choosing to voluntarily waive this option.</i> Please return this envelope with your keys inside to the office no later than noon on your lease end date. If you are dropping it off after hours, you may place it in the drop box outside the office. Failure to move out by noon on the lease end date will result in an additional rent charge equivalent to your lease agreements daily rate charge.	Check Out Agreement- Please Print Your Name _____ Lease End Date _____ Move out Date _____ Unit/Room Number _____ Forwarding Information (for Security Deposit Purposes) Address: _____ Phone: _____ Alt Phone: _____ Keys included: _____ Front Door Key _____ Room Key _____ Mailbox Key <i>(Failure to return your keys will result in a charge)</i> Signature: _____ <i>I understand that by signing this form and turning in my keys I and the right to enter the above apartment.</i>

An editable version of this form (FEF 5.00.18) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

SAMPLE MOVE IN LETTER, STUDENT PROPERTIES

Date: _____

Dear _____,

We are looking forward to an exciting new year with you as our resident at _____. In order to make your move-in as smooth as possible, please familiarize yourself with the detailed instructions below.

...What to expect on Move-In Day...

On your move-in day, there will be a large number of residents checking-in. Therefore, it is VERY important that you understand how the _____ move-in system works and that you adhere to your scheduled move-in time. Unfortunately, we cannot avoid a waiting period, so we ask for your patience during the check-in process. Below you will find your move-in appointment time. We greatly appreciate your arrival for check-in at your scheduled time. Unfortunately, check-in will be allowed only on or after your scheduled appointment. All paperwork including your parental guaranty form must be on file prior to move-in day. You will not be allowed to move in without the completion of all paperwork.

MOVE IN DATE	
MOVE IN APPOINTMENT	

...What you will need on Move-In Day...

- ✓ Photo ID
- ✓ First Month's Rent (Check or Money Order Only – No Cash Accepted)
- ✓ Pet Fee (if applicable)
- ✓ Transfer Fee (if applicable)
- ✓ Vehicle Registration (if applicable)
- ✓ FARU (False Alarm Reduction Unit) Permit Fee (look for more details in this packet)
- ✓ FARU Permit Application

IMPORTANT INFORMATION ABOUT YOUR NEW HOME:

APARTMENT NUMBER	
YOUR NEW ADDRESS	

YOUR NEW ROOMMATES:

BEDROOM	NAME	PHONE NUMBER	EMAIL
A			
B			
C			
D			

HOW TO CHECK-IN

At the appropriate move-in time, come to the leasing office and identify yourself to a member of our staff by showing your photo ID. Your file will be verified for completeness and receipt of all applicable fees and first rent installment payment. Your first installment is due on your move-in date. To avoid delays on your move-in day, we recommend that you make payment arrangements and verify that all paperwork is complete prior to August 1st. Any forms in your resident file that have not been completed prior to move-in day will be done so at this time.

✓ Collection of Rent

Your lease agreement payments are divided into equal installments. Rent is due on the 1st of each month and is considered late at the beginning of the business day on the 4th. On the 4th, you will be charged a \$40 late fee and \$5 each additional day that your account is delinquent. We accept checks, money orders, and cashier's checks. Cash is NOT accepted.

****You will not be allowed to pick up your keys until your first installment is paid in full.****

Rent will be due again on September 1, 2010 and on the first of each month thereafter. Please feel free to contact the office if you are unsure of the amount you owe. If you are unable to deliver your rent in person to our office, all payments can be mailed to:

Address
City, State Zip

✓ Vehicle Registration

To expedite the move-in process, please bring a copy of your vehicle registration. You MUST provide the automobile registration of the car you are going to register. The vehicle MUST be registered in your name or in your parent's name in order to receive a parking decal. Only one car may be registered per resident.

****After an initial grace period, towing will be enforced beginning the evening of August 27th****

✓ Move-In Condition Form and Keys

A team member will explain how the move-in condition form is to be completed. You will then be given the entry and bedroom keys to your apartment. You must proceed to your apartment to complete your condition form. The purpose of the move-in condition form is to create a record of any damages in your apartment and bedroom prior to your move in. This will eliminate any charges to your account for damages that you did not cause when you vacate your apartment in the future. Please remember that your apartment is not brand new and you should not expect it to be in brand new condition. Your bedroom, however, will be painted, cleaned and the carpet shampooed prior to your move in date. Due to the volume of apartments turned in a very short period of time, some items may be missed in your apartment. Please notify the office staff and a service request will be created to get these items resolved as quickly as possible.

You will be given a map of the property and directions to your apartment and bedroom on move-in day. Once the Move-In Condition Form has been completed, return it immediately to the _____ Leasing Office. Your mailbox key will not be issued until we receive your completed Move-in Condition Form. In addition, if the Move-in Condition Form is not received within 72 hours of your move-in date, we will assume you have accepted the apartment in "as-is" condition.

Note regarding Renter's Insurance: Residents are responsible for securing renter's insurance for personal property. _____ is not responsible for damage or loss of personal property. **WE STRONGLY ENCOURAGE ALL RESIDENTS TO CARRY APARTMENT RENTER'S INSURANCE.** You can obtain such insurance at a minimal cost annually. You may also be able to obtain a rider policy to any parental home owner's policy.

Note regarding Gas or Charcoal Grills: Use of gas or charcoal grills on the patio/balconies is prohibited by local fire codes and the Property Insurance provider.

It is important that you read the above instructions carefully and ask questions before you arrive to move in. We look forward to seeing you in August and we hope that you had a wonderful summer! We are confident that you will enjoy being a member of the _____ community. Please feel free to give us a call for further assistance at any time.

SUGGESTED ITEMS TO BRING:

Bedding	Room Accessories	Appliances	Toiletries
☐ Sheets (Standard Full Sheets) ☐ Mattress Pad ☐ Pillow(s) ☐ Comforter/Bedsread ☐ Bed Skirt	☐ Power Strip/Surge Protector ☐ Desk Lamp ☐ Storage Crates/Bins ☐ Cleaning Supplies ☐ Decorations (Posters, Pictures, etc) Do not use double sided tape; use thin nails or thumb tacks.	☐ Vacuum ☐ Alarm Clock ☐ Radio/CD Player/MP3 Player ☐ Computer ☐ Printer	☐ Shower Curtain and Hooks ☐ Bath Mat and/or Rug ☐ Washcloths/Towels ☐ Shower Caddy ☐ Toilet Paper ☐ Shampoo, Conditioner, Soap, Etc ☐ Hair Products, Hair Dryer, Etc ☐ Toothbrush/Toothpaste, Etc
Laundry Items	First Aid	Miscellaneous Items	What NOT To Bring
☐ Laundry Basket / Bag ☐ Laundry Detergent ☐ Fabric Softener ☐ Hangers	☐ Band-Aids ☐ Antibiotic Cream ☐ Tylenol, Advil ☐ Cold Medicine ☐ Prescription Medications	☐ Postage Stamps ☐ Dishes ☐ Utensils ☐ Trash Can ☐ Tupperware ☐ School Supplies ☐ Umbrella ☐ Flashlight ☐ Sewing Kit ☐ Ethernet Cable ☐ Toilet Plunger	☐ Water bed / Aquarium (or any large water holding device) ☐ Firearms/Weapons (Paintball guns, BB guns, knives, etc) ☐ Explosive Materials (fireworks, etc) ☐ Illegal substances or Paraphernalia ☐ Large Furniture Items

An editable version of this form (FEF 5.00.17) is available in the Reference/Forms section of the Campus Advantage Policies and Procedures Portal.

SAMPLE LETTER, RESIDENTS RENEWING IN SAME BEDROOM

Dear _____,

Thank you for choosing to make _____ your home for another term! We look forward to another great year with you as a part of our community.

As a renewing resident, are allowed to stay in your apartment between August 7th and August 21st. To help us prepare for new move-ins, we request that you refrain from entertaining guests during this time and adhere to the following procedures:

- **KEY/LOCK CHANGE PROCEDURE:** Your lock will be changed on **August 20th**. You may pick up the key that will work on your new lock any time **starting August 12th and ending August 17th** between the hours of **12pm and 4pm daily**. Please return your old key to the front office any time starting August 23rd and ending August 29th during regular office hours. At the time you pick up your new key, you must also re-register. Please bring your Photo ID, old parking decal, and your vehicle registration (must have your name or your parent's name). Your records will be updated and you will also receive your new parking decal.
- Even though you renewed your lease for the same room next year, if someone is moving out of your apartment, an inspection of all related common areas will be performed. Please be advised that our contractors will be coming into your apartment without notice to prepare the other bedrooms for your new roommate(s). They will be cleaning, painting, steam cleaning carpets, etc. Your bedroom will not be entered. Please remember to lock your bedroom door during this week when you are not home.
- **All personal items must be removed from the common areas, including the washer and dryer closet, kitchen, and living room areas. Place all food in refrigerator in paper bags with your name on it. ****Any items not identified will be thrown away!**** Items left in the common areas will also be removed. Unfortunately, we cannot store items left in the common areas or the kitchen.**

Your August rent is due on August 1st. At the time of re-registration, you will not be allowed to re-register if your account is not paid in full.

Please help us in extending a very warm welcome to your new roommate(s)!

Here are a few things you'll need to know about your new roommate(s):

BEDROOM	MOVE IN DATE	NAME	PHONE NUMBER	EMAIL
A				
B				
C				
D				

Please feel free to call us at (xxx) xxx-xxxx with any questions or concerns you may have.

Sincerely,

The Management Team

MOVE IN



Introduction

COUNTDOWN TO THE BIG SHOW MOVE IN DAY!!!

Move In Day should be a FUN day! It will most definitely entail some snares and snags, what move in day hasn't? But overall, it should be a day of excitement – your residents are starting new chapters of their lives – be it simply a new home or the start/continuation of their college career. It's an exciting time for them and we should share in this excitement!

Very few properties are the same and therefore a very successful move in day process at a property in Austin, TX may not be a strong and efficient process for a property in Tucson, AZ.

Below we are going to outline some common themes and processes of move in. But be aware, every property is different! Talk with your Regional. Talk with staff members who have been there and know the property. Gather the data and determine what process would work best for your property.

There is the option of One Stop Shopping – one station to handle everything for a resident. There is the option of progressive stations – one station for paperwork, one station for money, one station for keys. There is the option of building stations – residents go directly to the building they are living in to check in for a one stop shop. There are many options for stations and move in day processes.

But some processes and procedures should be the same. For instance:

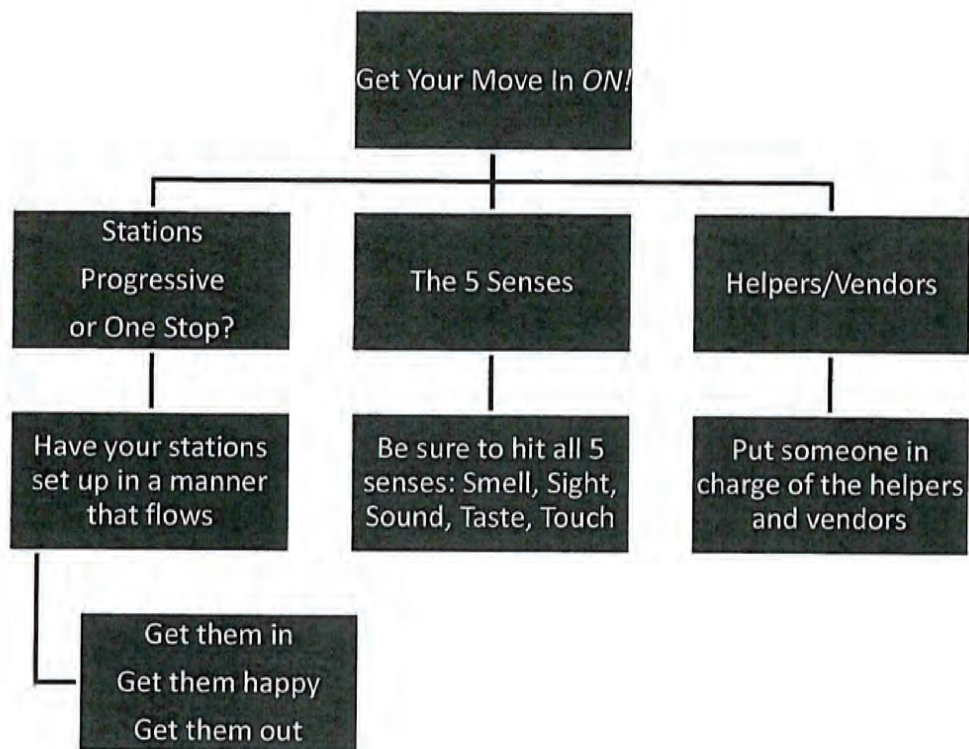
TWO MONTHS PRIOR TO OPENING

- Decide on a theme for the move in day. Ideas include tropical, sports, summer, or school themes.
- Choose the type of move in – one stop or progressive – and submit to your regional for review.

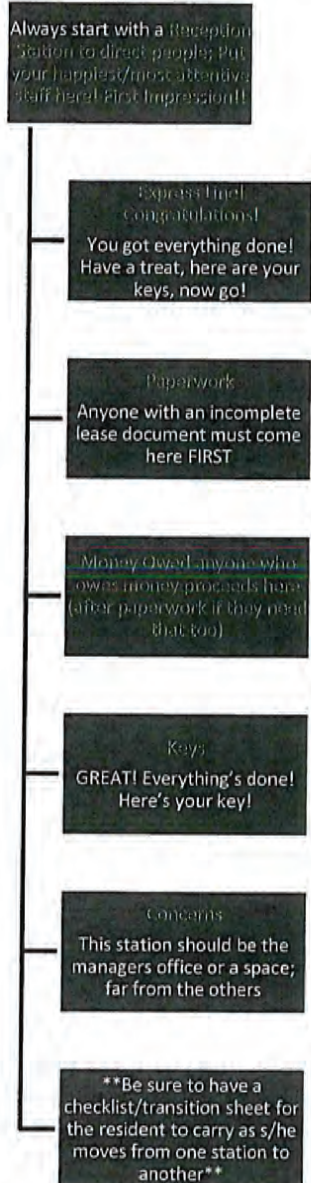
2 DAYS PRIOR TO OPENING:

- Ensure all apartments have been walked and all keys work in the locks!
- Ensure CAs have place welcome gift or welcome card in each apartment
- Ensure all furniture is in place to make the apartment look inhabitable (mattresses on frames, chairs NOT on desks, common area furniture set up in living/dining room fashion, etc
- Ensure all apartment ACs are on and the temp is comfortable
- Be sure you have everything you need for Move In Day – roll off dumpsters, water, individually wrapped refreshments (bowls/trays to put them in), iPod/CD player/speakers, folding tables/desks to set up stations on, someone ready to get ice move-in day morning, outdoor tents if necessary, CHAIRS, staff shirts, \$20 restaurant gift cards (keep em on hand), key blanks, staff rotation schedule so everyone is not working 3 16 hour days! Food ordered for delivery or pick up for the staff for each day of opening

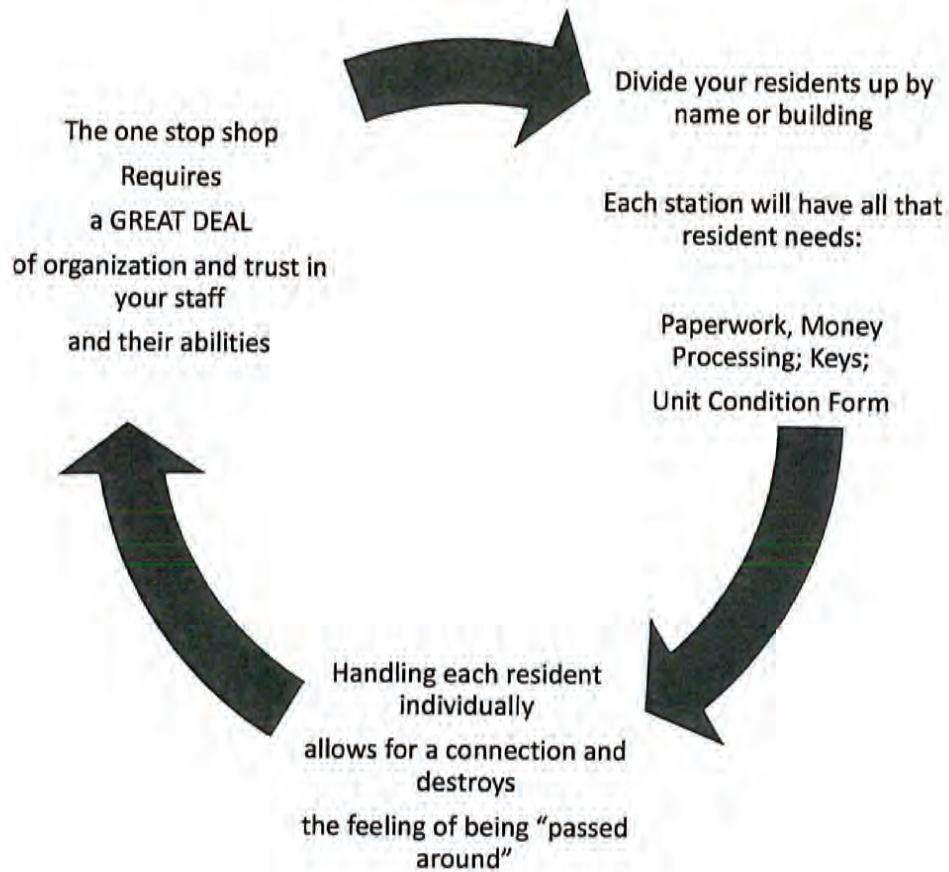
GENERAL FLOW CHART FOR MOVE IN



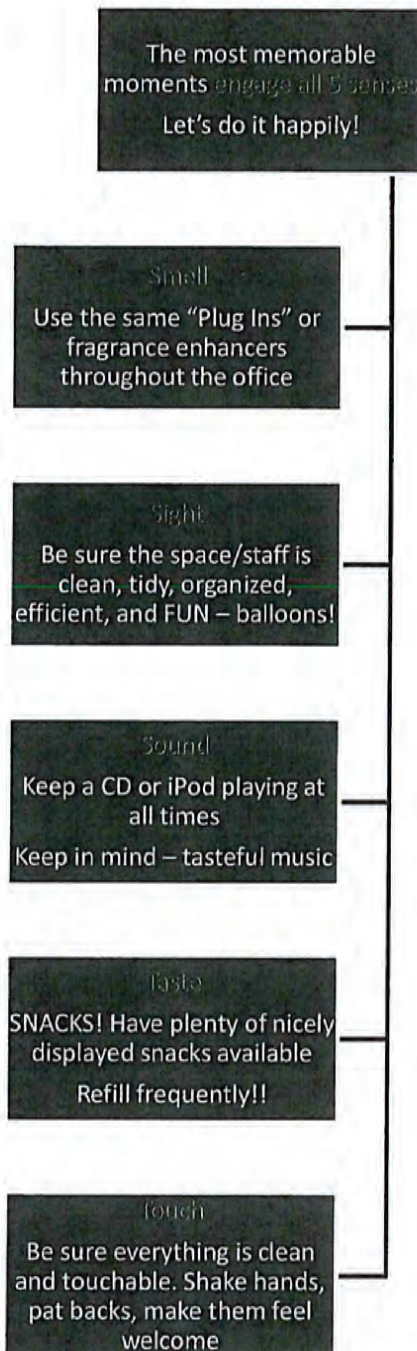
PROGRESSIVE STATIONS



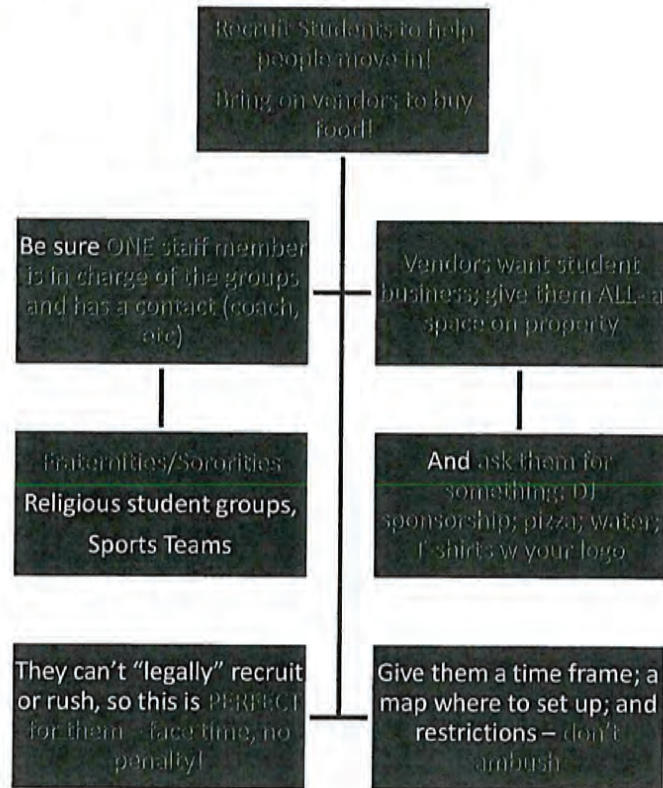
ONE STOP SHOP STATION



THE FIVE SENSES



HELPERS/VENDORS



Remember:

- As a GM DO NOT do all of this on your own! *DELEGATE!* Pick out your staff member's strengths and let them do it! The best leaders surround themselves with a good team and they LET THEM do their jobs!
- The Reception Station should have a roster so they know where everyone is going. You only have ONE chance to make a first impression, make it a good one!
- Stations should flow – in the front door, out the back door. No cross over. No backtracking
- Be sure your complaint/concern station is far from all the other traffic – don't put any unnecessary poison in the well. And be sure you have a good communication strategy in place with your maintenance team to knock out the concerns!
- Be mindful of the weather – it's August. *HOT!* Water; inside as much as possible; make lines move quickly; be fully staffed; know your audience – where will the longest lines be? Put the most staff there!
- Vendors need you. They want the business of your residents. If you give them a space on property during move in day – ask for something in return. Don't be afraid to ask – they expect it!
- Helpers – be sure you have a professional "adult" contact to hold them accountable, make sure they know their job – carry stuff; and be sure you assign them regions – you don't want everyone hanging out by the front office or in the back 40.
- Take care of your team – feed them; put them on rotation; give them a few hours off when September rolls around; If you take care of them, they will take care of you and your residents

Measuring Move In Success

In an effort to continually evaluate and improve on the turn and move in process, each property will be required to conduct a move in survey, of both residents and staff, an example of which follows. As part of the move in package, a flier will be required to notify residents that they have been requested to participate in a survey. The survey is four questions and will take less than a minute to complete. It is critical to obtain feedback immediately after turn so that management may evaluate what went well and what needed improvement while it is still fresh on the minds of the residents.

Each property, and possibly the company, should offer up a prize drawing for anyone who participates. The prize should be one that will encourage high levels of participation by both people who are pleased with and people who were not pleased with the move in. The questions that will be asked of the residents are:

- Was your apartment/room ready upon arrival?
- Were any maintenance issues that were discovered in your unit resolved within 48 hours?
- Was your check-in experience efficient and organized?
- Was the staff helpful and pleasant?

Staff will also evaluate the turn and move in success. All staff (including CA's) are to be asked the following questions:

- Did you think Move In went well? Y N
- Did you feel supported by your staff teammates?
- Did you have all the tools you needed to do your job successfully during Move In?
- What 3 things do you think could have gone better?
- What 3 things went really, really well?

The responses to these questions will be forwarded to the regional manager for review and evaluation. In a final step of the evaluation process, within a week after turn, full time staff are to meet away from the property and as a group, determine the five things that went well and the five things that needed improvement. For each of the five things that needed improvement, commentary on how things will be improved.

The Rowan

 LEASE CONTRACT CERTIFIED LEASE SOUTH CAROLINA					
PARTIES AND LEASED PREMISES					
Owner EMRES II South Carolina, LLC		Address 1051 Southern Dr. Columbia, SC 29201		Phone (803) 255-0170	
Resident Ansel J. Postell		Address 275 Country Roads Circle, Stockbridge, GA 30281 - US		Phone (404) 270 - 0392	
Email Address yungajp@icloud.com					
Unit 3007A			Floorplan 3x3.5 - 2000 sq/ft		
Street Address 1051 Southern Dr.		City Columbia	State SC	ZIP 29201	County Richland
LEASE TERM					
Type ☐ Move-In ☒ Renewal		Period Twelve (12) Installments		Start Date 7/26/2022	End Date 7/25/2023
Date Signed July 6, 2022					
RENT					
Payable To The Rowan		Address 1051 Southern Dr., Columbia, SC 29201		Phone (803) 255-0170	
Office Hours Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm			Due On 1st	Late On 6th	Fax () -
CHARGES					
Late Payment	\$100.00	Dishonored Payment	\$35.00	Transfer Charge	\$300.00
Reletting Charge	\$250.00				
CONCESSIONS					
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00					\$85.00
<i>(Concessions not applied for full lease term are not factored into Installment Payments)</i>					
INSTALLMENT PAYMENTS		DEPOSITS		FEES	
Rent	\$720.00	Security Deposit	\$0.00	Application Fee	\$60.00
Monthly Concession	(\$85.00)	TOTAL SECURITY DEPOSIT	\$0.00	TOTAL ONE-TIME FEES	\$60.00
TOTAL INSTALLMENT	\$635.00	(Paid - \$0.00)			

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **6th** day of **July, 2022**, by and between Owner of Residential Community ("Owner") and **Ansel J. Postell** (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **1051 Southern Dr., Columbia, SC 29201** (the "Leased Premises"), located within **The Rowan** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with and attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

This Agreement is governed by the South Carolina Residential Landlord and Tenant Act, Section 27-40-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended (the "Act").

Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bed space or bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the

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joint right to use and occupy the Leased Premises' applicable common living areas with co-residents, including, but not limited to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

1. **OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises shall be occupied solely by Residents and any co-residents, as assigned by Owner. No other persons may reside in, or otherwise occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises for more than six (6) consecutive days or fourteen (14) total days in any twelve (12) month period, without Owner's prior written consent. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

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

1.1. Availability and Room Assignment. To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

1.2. Relocation. In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with five (5) days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

1.3. Transfers. Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of \$300.00, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within seven (7) days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

2. **TERM.** This Agreement shall be for a fixed lease term of twelve (12) installments, beginning at 10:00am, on July 26, 2022 and ending at 9:00am, on July 25, 2023 ("Term").

2.1. Renewal. This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Leased Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

3. **SECURITY DEPOSIT.** Residents have deposited with Owner the sum of \$0.00, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit.

TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE HAS THE OPTION TO PLACE RESIDENTS' SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. RESIDENTS AGREE TO AND UNDERSTAND THAT RESIDENTS HAVE BEEN INFORMED OF RESIDENTS' RIGHT TO OWNERSHIP OF THE

INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

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

Upon termination of this Agreement, the security deposit shall be returned less amounts withheld by Owner for accrued rent and damages which Owner has suffered as set forth herein or by reason of Residents' noncompliance with the Act. Any deduction from the security deposit shall be itemized by Owner in a written notice to Residents together with the amount due, if any, within thirty (30) days after termination of this Agreement and delivery of possession and demand by Residents, whichever is later. Residents shall provide Owner in writing with a forwarding address to which the written notice and amount due from Owner may be sent.

4. **RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$7,620.00**. Rent will be paid in installments of **\$635.00** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2022	\$635.00
2. September 1, 2022	\$635.00
3. October 1, 2022	\$635.00
4. November 1, 2022	\$635.00
5. December 1, 2022	\$635.00
6. January 1, 2023	\$635.00
7. February 1, 2023	\$635.00
8. March 1, 2023	\$635.00
9. April 1, 2023	\$635.00
10. May 1, 2023	\$635.00
11. June 1, 2023	\$635.00
12. July 1, 2023	\$635.00

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of online payment, debit, personal check or certified check. Rent and all other sums due to Owner will be payable to **The Rowan, 1051 Southern Dr., Columbia, SC 29201, (803) 255-0170**. The usual days and hours when payments may be made personally are: **Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm, 1051 Southern Dr., Columbia, SC 29201**. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the **6th** day of the month, payment must be in the form of certified check or money order. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of certified check or money order.

NOTICE TO RESIDENTS: IF YOU DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR NOTICE. IF YOU DO NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, OWNER CAN START TO HAVE YOU EVICTED. YOU WILL RECEIVE NO OTHER NOTICE AS LONG AS YOU LIVE IN THE LEASED PREMISES.

4.1. **Concessions.** Residents agree that the concessions specified in this Agreement are given to Residents as an incentive and with the understanding that Residents will fulfill all obligations under this Agreement for the full lease term. If Residents fail to pay rent before the Due Date, in any month, during the Term or any renewal period, in addition to all other

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

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

5.1. **Late Payments.** Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to timely pay all rent, Owner is entitled to a late fee of \$100.00 on the 6th day of the month.

5.2. **Dishonored Payments.** Residents shall owe \$35.00 for each dishonored payment, plus any applicable late fees described in this Agreement until all amounts owed are paid. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by certified check or money order. If one (1) or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any twelve (12) month period, Residents shall be required to pay all future rent and other charges by certified check or money order plus any and all costs required in the collection of said payments.

6. **PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge after five (5) days from the due date. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by Residents or when the charges may have accrued.
7. **RENT INCREASES AND LEASE CONTRACT CHANGES.** Owner may notify Residents in writing of any increase in rent five (5) days before the final date that Residents are required to give their move-out notice. The new rent shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.
8. **COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

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

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents giving incorrect or false answers in a rental application; 3) Residents being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

9. **REPLACEMENTS AND SUBLETTING.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and

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underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

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

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

- 11. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner by the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of Owner, unless otherwise required by law.

11.1. Smoke Detectors. Residents will not interfere with the presence or functionality of any smoke detectors in the Leased Premises. Residents will report immediately and in writing any defects in the condition of any smoke detectors. Residents assume the responsibility for ensuring the smoke detectors are in operating condition at all times and for replacing batteries as needed. Owner may replace the batteries in any smoke detectors in the Leased Premises at any time without notice and at cost to Residents. Residents will be liable actual damages that result from Residents' failure to

maintain any smoke detector in the Leased Premises.

11.2. Casualty Loss. Unless otherwise required by law, Owner is not liable to Residents or Residents' guests for personal injury, damages to or loss of personal property for any cause outside of Owner's control, including but not limited to: acts of God, fire, smoke, flood, rain, pipe leaks, ice, hail, snow, lightning, wind, earthquakes, theft, vandalism, or utility interruptions. If the Leased Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the Leased Premises is substantially impaired, Residents may: a) immediately vacate the Leased Premises and notify Owner in writing within seven (7) days thereafter of Residents' intention to terminate this Agreement, in which case this Agreement terminates as of the date of vacating; or b) if continued occupancy is lawful, vacate any part of the Leased Premises rendered unusable by the fire or casualty, in which case Residents' liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Leased Premises. Unless the fire or casualty was due to Residents' negligence or otherwise caused by guests, if this Agreement is terminated, Owner shall return the security deposit subject to the terms set forth in Section 3 of this Agreement and any prorated prepaid rent from the date of the fire or casualty.

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

12. UTILITIES. Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: ☒ **electricity (with a \$35 allotment per resident), pest control, trash removal, and an internet package.** Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: ☒ **water, sewer, and electric over the \$35 allotment per resident.**

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

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

13. DAMAGES, ALTERATIONS, AND REPAIRS. Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER. Verbal requests from

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Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may, in accordance with the provisions of the Act and this Agreement, terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

- 14. RISK OF LOSS OF RESIDENT'S PROPERTY.** Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than \$100,000.00 for the Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.
- 15. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving 10 days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.
- 16. HOLD HARMLESS FOR GUESTS.** Owner is not liable for damage to doors, window, or screens; damage caused by open windows or doors; or damage caused by wastewater stoppage in pipes exclusively serving the Leased Premises unless the damage or stoppage is due to Owner's negligence. Residents must pay for repair and/or replacement for the damage detailed above. Owner may require payment from Residents in advance of repairs or at any other time and delay in demand for payment by Owner does not constitute waiver by Owner.
- 17. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises. At the commencement of the term, Owner shall deliver possession of the Leased Premises to Residents in compliance with this Agreement and Section 27-40-440 of the Act.
- 18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence, and as required by applicable law, in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; making reasonable repairs; and keeping the premises in a fit and habitable condition, provided that Residents shall be required to pay for all damages for which they are liable.
- 18.1. Security.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.
- Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually

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

- 19. ACCESS.** Owner or Owner's agent shall give Residents at least twenty-four (24) hours notice of intent to enter and may enter only at reasonable times; however, Owner or Owner's agent may enter the Leased Premises without consent of Residents: a) at any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; b) between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or c) between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by Residents and that prior to entering, Owner or Owner's agent announces intent to enter to perform services. Owner may also enter the Leased Premises: 1) pursuant to court order; 2) as permitted by Sections 27-40-720 and 27-40-730; 3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or 4) if Residents have abandoned or surrendered the Leased Premises. Residents shall not change locks on the Leased Premises without written permission from Owner.

Residents shall not unreasonably withhold consent to Owner to enter the Leased Premises in order to inspect the Leased Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

- 20. TERMINATION, DEFAULT, AND REMEDIES.** Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. The following actions shall not constitute termination of this Agreement: a) maintenance of the Leased Premises by Owner or on Owner's behalf; b) efforts to rent out the Leased Premises by Owner or on Owner's behalf; c) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement; d) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement; or e) actions by Owner to procure the appointment of a receiver to secure Owner's interests under this Agreement.

If there is noncompliance by Residents with this Agreement (other than nonpayment of rent) materially affecting health and safety or the physical condition of the Leased Premises or the conduct of any illegal activity, Owner may deliver a written notice to Residents specifying the acts and omissions constituting the breach and that this Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. This Agreement terminates as provides in the notice except: a) if the breach is remediable by repairs or otherwise and Residents adequately remedy the breach before the date specified in the notice; or b) if the remedy cannot be completed within fourteen (14) days but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, then this Agreement may not terminate by reason of the breach.

20.1. Reletting Expense. Because damages relating to Owner's costs to find and replace tenants are difficult to ascertain in the situations described below, Residents agree that a reletting expense of ~~\$250.00~~ is a reasonable estimate for such activity. Residents will be required to pay the reletting expense: a) for failure to provide written move-out notice pursuant to terms of this Agreement; b) upon Owner's demand in the event of Residents' default; c) pursuant to a court order for eviction; or d) for failure to pay rent in full for the entire lease term or renewal period upon move-out. The reletting expense is not the same as a lease cancellation fee or buyout fee, rather, it is an agreed upon liquidated amount to cover Owner's damages in part. The reletting expense is not a substitute for and does not release Residents from liability for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement.

- 21. MOVE-OUT NOTICES AND PROCEDURES.** Prior to moving out, Residents are required to provide Owner with at least thirty (30) days advance written notice. The move-out notice must comply with the notice provision of this Agreement and provide Residents' move-out date. Residents must obtain written acknowledgment from Owner of receipt of Residents'

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move-out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement. Oral move-out notice is not an acceptable form of termination. The move-out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move-out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due. Early move-out by Residents may also result in reletting expenses.

Residents and Residents' guests must vacate the Leased Premises on or by the agreed upon move-out date, the date contained in Residents' move-out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally, Residents will be liable for hold over rent, which will be increased by twenty-five percent (25%) over the then existing rent, and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over.

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

22. RESIDENTS' PERSONAL PROPERTY. Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement without further notice or demand from Owner. Owner may remove and dispose of Residents' personal property in a manner permissible by applicable law upon termination or expiration of this Agreement, surrender, abandonment, or court ordered eviction of Resident. Residents will be liable to pay Owner for reasonable costs associated with packing, removing, storing, and selling Residents' property. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or c) Residents have vacated the Leased Premises and the move-out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: 1) Residents have unpaid rent and been absent from the Leased Premises for five (5) consecutive days; 2) a significant number of Residents' personal belongings have been removed; 3) utilities to the Leased Premises has been terminated for five (5) consecutive days; 4) Residents have failed to respond within two (2) days after Owner leaves notice, on the inside of the main door, stating that Owner considers the Leased Premises have been abandoned; or 5) ten (10) days after the death of sole resident of the Leased Premises.

23. SECURITY DEPOSIT RETURN. Owner will mail the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Residents are not entitled to a refund of any portion of the security deposit unless Owner receives proper notice of move out pursuant to this Agreement.

24. RELEASE OF RESIDENTS. Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

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

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due or forty-five (45) days after Owner receives notice, whichever is shorter. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

25. MISCELLANEOUS. This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or

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modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

25.1. Zero Tolerance Crime Policy. Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

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

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

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

25.5. Sale of Leased Premises. In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

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

Initial: AP

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

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

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26. DISCLOSURE. Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

27. NO WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

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

28. SEVERABILITY. If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

29. ATTACHMENTS TO THE AGREEMENT. Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Mold Disclosure Addendum	Internet Access Addendum
Animal Addendum	Parking/Storage Addendum
Assignment Addendum	Required Qualifying Criteria or Guarantor Waiver Addendum
Bedbug Addendum	Requirement of Renters Insurance
COVID-19 Rules and Regulations	Roommate Addendum
Community Policies and Rules	Roommate Matching
Concession Addendum - Student Housing	Smoke-Free Addendum
Crime/Drug Free Housing Addendum - Student Housing	Utility Addendum
Furniture Addendum	

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

Residents affirmatively state that Residents have never been and are not currently a criminal sex offender.

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

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


Ansel J. Postell (Resident)

7/6/2022
05:25 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

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MOLD DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

MOLD WARNING

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. Mold can grow on damp surfaces within 24 to 48 hours. There are no established guidelines for unacceptable air quality caused by mold.

OWNER'S DISCLOSURE

Owner has inspected the Leased Premises and has no knowledge of mold and/or mildew contamination located in or around the Leased Premises.

MOLD/MILDEW PREVENTION

To prevent mold and/or mildew contamination, Residents shall maintain the Leased Premises in a manner that prevents mold or mildew growth within the Leased Premises, which includes, but is not limited to:

1. Inspecting the Leased Premises regularly for the indications and sources of indoor moisture.
2. Keeping the Leased Premises free from moisture, dirt and debris that can harbor mold. Maximizing the circulation of air by keeping furniture away from walls and out of corners.
3. Cleaning and drying any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
4. Using reasonable care to close all windows and other openings to prevent outdoor water from penetrating into the interior of the Leased Premises.
5. Utilizing bathroom fans while showering or bathing, and utilizing stove hood vents/exhaust fans whenever cooking, washing dishes, or cleaning.

Residents agree to immediately notify Owner, in writing, of the presence of any mold or mildew growth on surfaces inside the Leased Premises. In furtherance of such obligation, Residents agree to immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes. Residents shall allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present. If Residents fail to comply with this Addendum, Residents can be held responsible for property damage to the Leased Premises and any health problems that may result.

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

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022

05:25 PM EDT

Date



Signed by Katie Floyd

Wed Jul 6 2022 10:29:52 PM EDT

Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Resident is permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Resident acknowledges that authorization may be sooner terminated if: a) Resident's tenancy is lawfully terminated; or b) Resident, or Resident's guests, violate any of the terms or conditions of this Addendum.

Resident may not substitute any other animals. Neither Resident nor Resident's guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

2. **ANIMAL RENT.** Resident agrees to pay Owner a sum of \$0.00, as animal rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the animal rent.
3. **ANIMAL DEPOSIT.** Resident agrees to pay Owner a sum of \$0.00, as an animal deposit, due prior to move-in. Owner will consider the animal deposit part of the security deposit for all purposes, and is not limited in use to damages caused by the animals listed in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the animal deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the animal deposit is not separately refundable even if the animals are removed prior to the end of the tenancy.
4. **ADDITIONAL FEE.** Resident agrees to pay Owner a sum of \$0.00, as a non-refundable animal fee, due prior to move-in. The non-refundable animal fee will not be returned or credited to any charges owed by Resident at the time of move out.
5. **ANIMAL RULES.** Resident is responsible for the animals brought onto the Leased Premises and/or the Community by Resident and Resident's guests, even if the animals do not belong to Resident. Resident agrees to abide by the following rules:
 1. Residents shall be limited to a maximum of 1 animal(s) while residing at the Residential Community.
 2. Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
 3. Animals must be under Resident's supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Resident's exclusive use.
 4. Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
 5. Due to health regulations, Resident must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
 6. Animals must be housebroken, and may not weigh more than ten (10) pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
 7. Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Resident's exclusive use. Resident should not leave animals on patios or balconies, if applicable, for extended periods of time.
 8. Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
 9. Resident is prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Resident must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Resident will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
 10. Notwithstanding anything to the contrary in this Addendum, Resident must comply with all local, state and federal laws and ordinances regarding animal defecation, ownership and care.
 11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed to have animals.

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12. Resident hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.
6. **ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:
1. Animals: ☒ Reptiles (snakes, iguanas) ☒ Ferrets ☒ Skunks ☒ Raccoons ☒ Squirrels ☒ Rabbits ☒ Birds (parrots, cockatiels, macaws)
 2. Breeds: ☒ Pit Bulls ☒ Rottweilers ☒ German Shepherds ☒ Huskies ☒ Malamutes ☒ Dobermans ☒ Chowchows ☒ Great Danes
7. **COMPLAINTS ABOUT ANIMALS.** Resident will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Resident must immediately and permanently remove the animal from the Leased Premises.
8. **OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Resident has: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.
9. **VIOLATION OF RULES.** If Resident, or Resident's guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Resident remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.
10. **SUPPORT OR SERVICE ANIMALS.** Resident acknowledges that the ownership of or need for a support or service animal does not entitle Resident to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Resident understands that the animal must be supervised while in common areas of the Community, and Resident must maintain control of the animal at all times. Resident is responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Resident will, however, be liable for any damages that the animal may cause. Resident acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Resident and the support or service animal, as well as exercise other remedies under the Lease Contract.
11. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Resident will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, 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, Resident must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Resident is strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Resident will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **6th** day of **July, 2022**.


Ansel J. Postell (Resident)

7/6/2022
05:26 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

The Rowan

ASSIGNMENT ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

LEASED PREMISES				
Unit 3007A		Floorplan 3x3.5 - 2000 sq/ft		
Street Address 1051 Southern Dr.	City Columbia	State SC	ZIP 29201	County Richland
LEASE CONTRACT				
# of Installments 12	Installment Amount \$635.00	Start Date 7/26/2022	End Date 7/25/2023	Total Contract Amount \$7,620.00
The Leased Premises will be assigned to Resident on or before the first day of the lease term as stated in the Lease Contract (entitled "Term").				
CONCESSIONS				
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00				\$85.00
(Concessions not applied for full lease term are not factored into Installment Payments)				

- 1. ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
- 2. RELOCATION.** For purposes of operating efficiency, Owner reserves the right at any time, upon five (5) days written notice, to relocate Resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this Lease Contract.
- 3. TRANSFERS.** Resident is not permitted to change bedrooms or apartments without Owner's prior written consent. Any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay Owner a sum of \$300.00, as a transfer charge, which must be paid prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within seven (7) days of the initial occupancy. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:26 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

BEDBUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

It is our goal to maintain the highest quality living environment for our Residents. The Owner has inspected the Leased Premises prior to executing this Agreement and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.

AP (Residents Initials)

Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of a bed bug infestation in the Leased Premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

1. Residents will practice good housekeeping, including the following:
 - Residents will check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Residents will keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Residents will cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.
2. Residents will report any problems immediately. Specifically, Residents will:
 - Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Residents will cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Residents will comply with the recommendations from the pest management professional, including:
 - Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



The Rowan

- Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
 - Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - Carefully removing vacuum bags, sealing bags in plastic, and discarding.
 - Cleaning all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Residents agree to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the Leased Premises.

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



7/6/2022
05:27 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



COVID-19 RULES AND REGULATIONS USE OF AMENITIES AND COMMON AREAS

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the fitness center, common areas, and all other amenity areas and shared spaces of the Property outside of residential units (each individually a "Facility" and collectively the "Facilities"), have been developed with the health and safety of residents, their guests, and property staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the Property are amended to include the following additional rules and regulations, which are incorporated as part of each Resident's Lease, effective immediately:

Each Resident of the Property ("you") must:

1. Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention ("CDC") – www.coronavirus.gov
2. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, property staff, and others.
4. Residents are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact property staff.
5. Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
 - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any common area and after using any Facility or interacting with others, and after handling or picking up mail and packages.
 - Use hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Avoid touching your eyes, nose, and mouth.
 - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
6. Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where Property-provided disinfecting sprays are not readily available, Residents must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
7. Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, Landlord may limit access to or close Facilities or portions thereof from time to time.
8. Do not host or engage in any gatherings in the Facilities of more than 10 people (or such fewer number of people as may be required by Landlord, property manager, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
9. Require your guests and visitors at the Property to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of Landlord or property manager because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.
10. Self-screen before utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL



The Rowan

HEALTHCARE PROVIDER FOR MEDICAL ADVICE

11. If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with Landlord, property manager and public health authorities in providing information that will allow Landlord, property manager, and public officials to determine whether you may have exposed other residents, property staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for Landlord and property manager to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but Landlord and property manager will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Landlord and property manager may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
12. Promptly contact property staff if you notice a co-resident violating any of these Rules and Regulations.
13. **USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19.** The Landlord and property manager make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19. COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.
14. Vaccinations and vaccination status: Campus Advantage recommends all residents and guests follow CDC and medical professional recommendations when it comes to the COVID-19 vaccines. Campus Advantage does not routinely track whether residents are vaccinated and does not utilize information that is disclosed to Campus Advantage about vaccination status to make routine decisions relating to resident placements or other aspects of normal operations. Campus Advantage provides no assurance that any residents or guests are vaccinated.

Throughout the COVID-19 crisis, information has changed rapidly and best practices continue to evolve and change. The additional rules and regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others.

A violation of the Property's Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, Landlord shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:27 PM EDT

Date

COMMUNITY POLICIES AND RULES

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

COMMUNITY AND LEASED PREMISES				
Owner	Address	Phone		
EMRES II South Carolina, LLC	1051 Southern Dr. Columbia, SC 29201	(803) 255-0170		
Community				
The Rowan				
Street Address	City	State	ZIP	County
1051 Southern Dr.	Columbia	SC	29201	Richland
RENT				
Payable To	Address	Phone		
The Rowan	1051 Southern Dr., Columbia, SC 29201	(803) 255-0170		
Office Hours	Due On	Late On	Fax	
Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm	1st	6th	() -	

- 1. GENERAL CONDITIONS.** Resident's permission for use of any common areas, amenities, and recreational facilities located at the Residential Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Agreement and this Addendum, 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 Agreement or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident 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 any common areas, amenities, and recreational facilities at the Residential Community. Resident 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 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.

1.1. BARBECUES. Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the Leased Premises, including on any patios, balconies or breezeway areas. Any use of open flame is prohibited, including, but not limited to, barbecues and torches.

1.2. BUSINESSES. Resident is not authorized to use the Leased Premises, or permit the Leased Premises to be used, for any business purposes without Owner's prior written consent or as otherwise allowed by law.

1.3. MAIL. Only Resident may receive mail at the Leased Premises. Receipt of mail at the Leased Premises by any other person will be deemed to be proof of occupancy by that person. Any other person in the Leased Premises, with or without Resident's knowledge, will be deemed to be guests of Resident for purposes of this Addendum.

1.4. PACKAGES. Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to Resident through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Agreement will be accepted, and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises.

1.5. PUBLIC CONSUMPTION. Resident must not engage in, and Resident shall take reasonable action to prevent all guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Residential Community, or in vehicles parked or moving on the Residential Community.

1.6. QUIET HOURS. Quiet hours are established to be respectful of all residents of the Residential Community.

The Rowan

The quiet hours of the Residential Community are **10:00PM - 8:00 AM**. Resident must not make nor permit any disturbing noises in the Leased Premises or the common areas of the Residential Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.

1.7. SERVICE REQUESTS. Resident is responsible for notifying Owner when maintenance or repair work needs to be performed in the Leased Premises. All non-emergency requests for repairs will be handled during normal office hours. Service technicians may elect not to enter the Leased Premises at their discretion. Maintenance work performed due to neglect, abuse, misuse or direct fault of Resident, or guests of Resident, will be billed to Resident. This includes service work on garbage disposal and plumbing fixtures due to improper use and clogging caused by Resident.

1.8. TRASH. Resident must deliver and place all garbage and trash in proper bins at designated locations in the Residential Community. If the bin normally used is full, Resident must use another bin. Garbage and trash may not be left in hallways or stairwells. Trash bins and/or enclosures are not to be used for large items such as furniture, etc. Resident is responsible for any and all unacceptable items placed in the trash receptacles, including, but not limited to, toxic waste or other possible harmful items.

2. DECK/BALCONY USE AND MAINTENANCE. Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents' deck/balcony:

- Balcony loads limits are intended for a maximum of **2** people. **DO NOT** crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
- Supervise young children and others who require supervision in order to safely occupy the deck/balcony.
- The deck/balcony must be maintained in a clean and orderly condition. Residents should use a reasonable approach when outfitting the balcony with patio furniture, potted plants, etc.
- Residents shall not use the open area of the balcony for storage, balconies must be kept free of clutter. Grills are not permitted without the prior written consent of Owner.

Residents agree to contact Owner immediately if Residents observe any of the following: leaning or sagging of the deck/balcony; cracks or separation where the deck/balcony connects to the building itself; sagging or soft spots in any areas of the deck/balcony; cracks, holes or missing pieces of the deck/balcony; rust stains or abnormal water ponding on the deck/balcony; obstructed or poorly functioning drains (if any); loose or unstable handrails on the deck/balcony or damage to handrails; and any other observed defects or potentially hazardous conditions with respect to the deck/balcony. If any of the above conditions are observed, Residents should not use the deck/balcony and contact Owner immediately.

In addition, to maintain the integrity of the deck/balcony's surface, do not use solvents, alcohol or paint or lacquer thinner to clean the deck/balcony and do not damage the balcony or any part of the balcony when moving large plants, patio furniture, and the like. To prevent overloading of exterior walkways and entry landings, Residents and guests are prohibited from congregating in these areas.

3. EMERGENCIES. Emergencies affecting the Leased Premises should immediately be reported to Owner. Resident should report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Resident is not authorized to call any service companies without Owner's permission. Owner will not be responsible for any charges incurred for services not authorized by Owner. The following service needs constitute an emergency:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up. Stopped up toilet – if only one in the Leased Premises.
- Water leaks from plumbing lines, windows, ceilings, or fixtures causing flooding or damage in the Leased Premises. Running water that cannot be shut off.
- Exterior flooding from water intrusion, sprinkler systems, or the like, causing flooding or damage in the Leased Premises.
- Door locks not functioning properly causing the Leased Premises to not be secure. Broken window(s) causing the Leased Premises to not be secure.
- Electrical power outage in the Leased Premises.
- Fire – call 911 first.

4. HEALTH & SAFETY STANDARDS. Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards. Residents must keep the interior of the Leased Premises clean according to good housekeeping standards. Resident will assume full responsibility for keeping the entry doors, entrance walkways,

The Rowan

porches, patios and balcony areas cleaned, neatly arranged and free from unsightly or unused items. Resident must keep the Leased Premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, in a clean, safe and sanitary condition.

5. **PEST CONTROL.** Unless prohibited by statute or otherwise stated in the Agreement, Owner may conduct extermination operations in the Leased Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in the Leased Premises, and give Resident instructions for the preparation of the Leased Premises and safe contact with insecticides. Resident will be responsible to prepare the Leased Premises for extermination in accordance with Owner's instructions. Resident must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments will be performed at Resident's expense. Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination.
6. **COMMON AREA KITCHENS.** Resident must adhere to the rules and regulations posted in the common area kitchens and Owner's policies. The hours of the common area kitchens are **Open 24-hours**. The hours of the common area kitchens may change with or without notice at any time. When using the common area kitchens, Resident understands and agrees to the following:
 - Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
 - Resident is expected to use equipment based upon manufacturer's specifications.
 - Resident is responsible for cleaning equipment after use, including any applicable racks, burners, or exterior finishes.
 - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.
7. **POOL/SPA AREAS.** Resident must adhere to the rules and regulations posted in the pool/spa areas and Owner's policies. Resident is limited to 2 guests guests when using the pool/spa areas, and must accompany guests at all times when using such areas. Owner reserves the right to ask guests to leave should the occupancy of the pool/spa exceed limits allowed by law. The hours of the pool/spa areas are **6:00 AM - 11:00 PM**. The pool/spa hours may change with or without notice at any time. When using the pool/spa areas, Resident understands and agrees to the following:
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. No lifeguard is provided by Owner.
 - For safety purposes, Resident should not swim alone.
 - No glass, animals, or alcoholic beverages are permitted in the pool/spa areas. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit should be worn to and from the pool.
 - No running or rough activities are allowed in the pool/spa areas.
 - Resident must notify Owner any time there is a problem or safety hazard in the pool/spa areas.
8. **FITNESS CENTER.** Resident must adhere to the rules and regulations posted in the fitness center and Owner's policies. Resident is limited to N/A minutes when using the fitness center, and must accompany guests at all times when using the fitness center. The hours of the fitness center are **Open 24-hours**. The fitness center hours may change with or without notice at any time. When using the fitness center, Resident understands and agrees to the following:
 - The fitness center is not supervised. Resident is solely responsible for appropriate use of equipment.
 - Resident should carefully inspect each piece of equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
 - No glass, smoking, eating, alcoholic beverages, animals, or black sole shoes are permitted in the fitness center.
 - Offensive and abusive language will not be tolerated. Noise levels should be kept at a reasonable volume. Music equipment (i.e. radios, stereos, etc.) is only permitted with the use of headphones.
 - Loitering in the fitness center is not allowed. Persons in the fitness center must be utilizing the provided equipment.
 - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.
9. **BUSINESS CENTER.** Resident must adhere to the rules and regulations posted in the business center and Owner's policies. Resident is limited to N/A minutes when using the business center, and must accompany guests at all times when using the business center. The hours of the business center are **Open 24-hours**. The business center hours may change with or without notice at any time. The business center is equipped with the following: **Computer and Printer**. When using the business center, Resident understands and agrees to the following:
 - Persons using the business center are expected to be courteous to others and display conduct conducive to a

The Rowan

business atmosphere.

- Owner is not responsible for data, files, programs or any other information lost or damaged on computers in the business center or in the business center for any reason.
- No software may be loaded on computers in the business center without Owner's prior written consent.
- For reasons of safety and protection of equipment, no inappropriate, offensive, or pornographic images or files, in Owner's sole discretion, will be viewed or loaded onto the computers in the business center at any time.
- Smoking, eating, alcoholic beverages, animals, and any disturbing behavior are prohibited in the business center.
- Resident must immediately report to Owner any equipment that is not functioning properly or is damaged, as well any other person's use that appears to be in violation of Owner's policies.

10. OUTDOOR GRILL AREAS. Resident must adhere to the rules and regulations posted in the outdoor grill areas and Owner's policies. The hours of the outdoor grill areas are **Open 24-hours**. The hours of the outdoor grill areas may change with or without notice at any time. When using the outdoor grill areas, Resident understands and agrees to the following:

- Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- Do not use charcoal or lighter fluid if using a gas or propane grill. Resident will be responsible for any damages that may occur.
- Resident is expected to use grills based upon manufacturer's specifications.
- Resident is responsible for cleaning grills after use, including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes.
- Resident should finish grilling thirty (30) minutes prior to the closing time to allow sufficient time for grills to cool, and for proper cleanup.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.

11. WAIVER/SEVERABILITY. No waiver of any provision in this Addendum will be effective unless granted by Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding will not effect the validity of the remaining portions of this Addendum, the Agreement or any other addenda to the Agreement.

12. INVENTORY/CONDITION OF LEASED PREMISES. This information is provided to inform Residents of their responsibility for accepting the condition of the Leased Premises and maintaining such condition during the term of Residents' occupancy.

- Residents must make an inspection of the Leased Premises. The purpose of the inspection is to insure that all furnishings and fixtures, if applicable, in the Leased Premises are intact and undamaged. If Residents do not formally complete the move-in/out process and turn in all keys, ID, permits, or other items as required, charges may be assessed. Residents must sign a Move-in/Move-Out Inspection Form and forward to Owner upon of move-in.
- If damage occurs within the Leased Premises or a room adjacent to it (i.e., the window, door(s), etc.) during Residents' occupancy, Residents will be responsible for payment of the replacement or repair of the damaged property, whether the damage is done by Residents or Residents' guests.
- Residents are required to reimburse Owner for any damage caused by Residents and/or Residents' guests. Intentionally damaging any property of in the Residential Community and/or property of another resident is considered a default under the Agreement and are grounds for termination of the Residential Lease Contract. Repair and/or replacement costs will be based on actual expense incurred by Owner.

RESIDENTS ACCEPT RESPONSIBILITY FOR MAINTAINING THE LEASED PREMISES IN ITS ACCEPTED CONDITION DURING RESIDENTS' OCCUPANCY THEREOF AND UNDERSTANDS THAT RESIDENTS WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE LEASED PREMISES OR ADJACENT AREAS BY RESIDENTS OR RESIDENTS' GUESTS.

THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL ALSO APPLY TO RESIDENT'S GUESTS AND AGENTS, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT WILL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE AGREEMENT AND THIS ADDENDUM, AND RESIDENT INTENDS TO AND WILL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. OWNER'S REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREBY INCORPORATED BY REFERENCE TO BENEFIT FROM ANY AND ALL WAIVERS, RELEASES, AND LIMITATIONS OF LIABILITY MADE BY RESIDENT HEREUNDER.

The Rowan

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022

Ansel J. Postell

7/6/2022
05:28 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

The Rowan

CONCESSION ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

CONCESSIONS	
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00	\$85.00
(Concessions not applied for full lease term are not factored into Installment Payments)	

THE UNDERSIGNED HEREBY AGREE, the concessions listed above are given to Resident as an incentive and with the understanding that Resident will fulfill all obligations under the Lease Contract for the full lease term. If Resident fails to pay rent on time pursuant to the terms and conditions of the Lease Contract, in addition to all other rights and remedies available to Owner for such a violation, Resident will not be entitled to concession amount attributed to that month and Owner, in its sole discretion, may require Resident to pay the full rent amount (as if no concession was given) for that month. Resident understands that concessions are a discount of rent only and not a discount of any other sums due to Owner under the Lease Contract.

In the event of lease termination due to violation of the Lease Contract, this Addendum will be immediately terminated, and Resident will be required to immediately repay Owner, without further notice from Owner, the amounts of all concessions that Resident received while residing at the Leased Premises.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

7/6/2022
05:28 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

CRIME/DRUG FREE HOUSING ADDENDUM

This Crime/Drug Free Housing Addendum (this "Addendum") dated the 6th day of July, 2022, is part of the Residential Lease Contract (the "Lease Contract") between EMRES II South Carolina, LLC ("Owner") and Ansel J. Postell ("Resident") for a bedroom or bed space located at 1051 Southern Dr., Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Community").

1. CRIME/DRUG FREE HOUSING POLICY. In consideration of the execution or renewal of the Lease Contract, Owner and Resident agree as follows:

- A. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- B. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- C. Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.
- D. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of South Carolina and/or the Federal Controlled Substances Act.

(So long as the manufacture, sale, use, possession, and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- E. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

2. VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

3. ADDENDUM PERTINENCY. In the event any provision in this Addendum is inconsistent with any provisions contained in other portions of, or attachments to, the Lease Contract, then the provisions of this Addendum shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:29 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



The Rowan

ADDENDUM TO THE RESIDENTIAL CONTRACT FURNITURE ADDENDUM

Common area and bedroom furniture will be included in your unit at The Rowan and will be charged to you in your rent each month. The amount you pay for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture while in your care. If damage to the furniture occurs, you will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

- Food Stains and Odor Stains
- Tears to the Fabric
- Structural Damage (i.e. broken leg, broken drawer)
- Broken, Cracked or Chipped Glass
- Pet Stains
- Chipped or marred Wooden Surface
- Broken Lamp Base or Electrical Parts associated with Lamp
- Crushed or Broken Lamp Shades

Normal wear and tear and manufacturer's defects will not be the responsibility of the resident. As the caretaker of the furniture, it is your responsibility to notify the leasing office if there is an occurrence of a manufacturer's defect to the furniture in your apartment. If you do not notify the office of any defects to your furniture, you could be charged for the damage.

Initials: AP

FURNITURE INVENTORY ADDENDUM

By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:30 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



INTERNET ACCESS ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Landlord has entered into an agreement with a high speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high- speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material). 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, provider recommends against remote user enabling or printer sharing of any sort and also recommends that any use, applications or services you do choose to make available for remote access be protected with a very unique password (suggesting a password that incorporates a combination of letters, numbers and symbols) or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to

The Rowan

sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

The Rowan

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".

You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Bandwidth, Data Storage, and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

The Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.

Violation of Policy

The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical action it deems appropriate.



The Rowan

Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.

You hereby authorize provider and its distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of South Carolina.



Ansel J. Postell (Resident)

7/6/2022
05:31 PM EDT

Date



PARKING/STORAGE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. VEHICLE INFORMATION.

DESCRIPTION					
Year	Make	Model	Color	Plate #	State

Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside the Leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Resident acknowledges that Owner may have unauthorized or illegally parked vehicles towed by following applicable state law procedures.

2. **PARKING RENT.** Resident agrees to pay Owner a sum of \$0.00, as parking rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the parking rent.
3. **PARKING DEPOSIT.** Resident agrees to pay Owner a sum of \$0.00, as a parking deposit, due prior to move-in. Owner will consider the parking deposit part of the security deposit for all purposes, and is not limited in use to damages caused within the parking spaces in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the parking deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the parking deposit is not separately refundable even if parking is no longer needed prior to the end of the tenancy.
4. **LIABILITY FOR LOSS OR DAMAGES.** Owner strongly recommends Resident to secure liability insurance for losses to personal property, including any vehicles parked or stored. Owner will not be liable for loss or damage to vehicles or other personal property parked or stored in parking or storage areas, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. Owner is not responsible for pest control in such areas.
5. **PARKING/STORAGE RULES.** Resident agrees to abide by the following rules:
 1. Parking areas may be used only for storage of operable motor vehicles.
 2. Storage areas may be used only for storage of personal property.
 3. Locks on doors of parking or storage areas may not rekeyed, added, or changed without Owner's prior written consent.
 4. No nails, screws, bolts, or hooks may be placed/installed into walls, ceilings, floors, or doors. Resident will be liable for any damage, not caused by Owner, to the parking or storage areas.
 5. No persons may sleep, cook, barbeque, or live in a parking or storage areas.
 6. No other persons may use the parking or storage areas designated in this Addendum. Use of such areas is limited to Resident only.
 7. No animals may be kept in the parking or storage areas. Also, no plants may be grown in such areas.
 8. Items that pose an environmental hazard or a risk to the safety or health of other residents or neighbors in Owner's sole judgment or that violate any government regulation may not be stored in the parking or storage areas. Owner may remove items from the parking or storage areas, without prior notice, notice, that Owner believes might constitute a fire or environmental hazard.
 9. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not have any security responsibilities for the parking or storage areas.
 10. Owner has the right to enter parking and storage areas, as allowed by law, to ensure compliance with this Addendum.
6. **KEYS AND ACCESS DEVICES.** Upon move-out, Resident must return any keys and/or access devices assigned by Owner listed in Section 9.1 of the Lease Contract (entitled "Keys and Access Devices"). If any keys and/or access devices are returned damaged or not returned upon move-out, Owner will deduct the cost of each damaged or missing key or access device, and the cost of any necessary rekeying, from the security deposit.
7. **MOVE-OUT AND REMEDIES.** Any items remaining after Resident has vacated the Leased Premises will be removed, sold, or otherwise disposed of in accordance with the Lease Contract, which addresses disposition or sale of property left in the Leased Premises after surrender or abandonment. Any termination of tenancy will automatically terminate any right

The Rowan

of parking or storage without any required further notice. All remedies in the Lease Contract apply to the parking and storage areas designated in this addendum.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.



7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

REQUIRED QUALIFYING CRITERIA OR GUARANTOR WAIVER ADDENDUM

This addendum is entered into on the date below between by and between Landlord and Resident, **Ansel J. Postell**, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

In order to remain compliant with the "Qualifying Criteria" acknowledged during the Applicant's Application process, the requirements below must be adhered to throughout the duration of the lease term and any subsequent renewal period.

Income/Employment Requirements or Guarantor Waiver. For the duration of your Lease, you must comply with one of the following with respect to Income/Employment Requirements:

- a. **Maintain a Guarantor:** Guarantors must complete a credit screening and sign the Guarantor of Lease Form. Guarantors must have a 600 or higher FICO score, earn 3 times the amount of rent, meet tradelines, rent/debt income ratios, rental history and check writing qualifications, and must provide verification of income. All students are encouraged to apply with a Guarantor.
- b. **Guarantor Waiver:** Take no action and be automatically enrolled in the Guarantor Waiver Program. For **\$0.00** per installment, this program waives the Income/Employment Requirement. **You will automatically be enrolled in this program unless you qualify using options a, c, or d.**
- c. **Self-Qualifying:** In order to self-qualify, a credit screening will be performed on the Resident. Self-qualifying Residents must have a 600 or higher FICO score, meet tradelines, rent/debt income ratios, rental history and check writing history qualifications, and must provide verification of income.
- d. **Pre-Payment:** If a Resident does not provide a suitable Guarantor within 2 attempts or meet the Self Qualifying requirements and does not wish to be enrolled in the Guarantor Waiver Program, Resident must satisfy the Income/Employment Requirement by providing 2 pre-paid installments that will be applied to the final 2 installments of the Lease agreement term or any subsequent renewal period.

Guarantor Waiver Program. Under the Guarantor Waiver Program, Landlord waives the right to require Resident to maintain a Guarantor, Self-Qualify, or the pay a Pre-Payment to satisfy the Income/Employment Requirements above. Residents who fail to maintain a Guarantor, Self-Qualify, or pay a Pre-Payment will automatically be enrolled in the Guarantor Waiver Program. Some important points regarding the Guarantor Waiver Program which Resident should understand are:

- A. The Guarantor Waiver will be charged to the Resident by Landlord as additional rent "Additional Rent" for each rental installment unless Resident satisfies the **Income/Employment Requirements** above using another method.
- B. The Guarantor Waiver totals **\$0.00**, payable in equal installments of **\$0.00**.
- C. The waiver does not constitute insurance. The Owner is not an insurance company or insurance producer. The Owner is merely waiving, in consideration of the specified Additional Rent, certain obligations of the Resident to Owner arising out of this Lease Agreement.
- D. The total Additional Fee is a fixed amount for the entire Term and is payable in installments for convenience only; there is no proration or adjustment for any partial installment during the Term.
- E. At any point within the Lease, Resident may adjust the method used to meet the **Income/Employment Requirements** above. If Resident meets one of the other qualification methods, any Additional Rent pertaining to the Guarantor Waiver Program that has yet to be charged will no longer be due by Resident once confirmed and approved by the Landlord.

Residence Requirements. Resident or Sponsor Guarantor must have a minimum of 1 year of good continuous rental or mortgage history.

Credit History. All applications are submitted to On-Site.com, a third-party rental applicant screening company. **All applications are evaluated based on a rental scoring system.** Rental scoring is based on real data and statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively because each application is scored statistically in exactly the same manner.

The rental scoring system will compare your application to On-Site's database, and by evaluating those statistics and real data in accordance with pre-established criteria set by Management, On-Site will recommend one of the following:

- **Accepted.** The applicant will be accepted with the standard deposits and fees.
- **Accepted with Conditions.** Depending on the community's policy, the applicant may be given the option to pay an additional security deposit.



The Rowan

- **Denied.** The application will not be accepted. The applicant will be provided with contact information for the consumer reporting agencies that provided the consumer information.

****If no or insufficient credit history is obtained then the resident will need to qualify using a different option listed under the Income/Employment Requirements or Guarantor Waiver section above.**

Criminal Background Checks. The Community may perform a criminal background check on the resident. In accordance with 2016 guidelines issued by the US Department of Housing and Urban Development, applications will be rejected for specific criminal convictions including felonies, deferred adjudications for a felony, crimes against persons or if applicant has a juvenile record that includes any of these serious offenses. Any such offenses shall be grounds for denial of the application or termination of the lease should such offense occur after the approval of the initial application. Please note that this requirement does not constitute a guarantee or representation that Residents or occupants currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony, there may be residents or occupants that have applied to reside in our community prior to these requirements going in to effect. The background reports may include an Office of Foreign Assets Control ("OFAC") search for Specially Designated Nationals and Blocked Persons. The CFAC list is updated periodically as new individuals and entities are identified. The United States government has classified the individuals and/or entities on the list as potentially dangerous and a threat to national security.

Rejecting Applications. If your application is denied for any reason, we will document reason for denial and send a denial letter to applicant and return any administrative/document preparation fee if paid.

CAMPUS ADVANTAGE INC adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulate that it is illegal to discriminate against any person with respect to housing because of race, creed, religion, sex, national origin, disability or familial status. CAMPUS ADVANTAGE INC is an Equal Housing Opportunity Community

Ansel J. Postell

7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



LEASE ADDENDUM REQUIREMENT OF RENTERS INSURANCE

This addendum is entered into on the date below between by and between Landlord and Resident, **Ansel J. Postell**, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

1. **Knowledge of Insurance and Damage Waiver.** You understand that our property and liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or any guest. You understand that by not maintaining a renter's insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that the Lease Addendum Requirement requires you to maintain property damage liability coverage in an amount not less than \$100,000.00 per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's insurance policy satisfying these requirements. **Liability Insurance DOES NOT protect you against loss or damage to your personal property or belongings – only a renter's insurance policy does this.**
2. **Election of Insurance Coverage or Damage Waiver.** You agree to one of the following with respect to your renter's insurance:
- a. Do nothing and enroll in AssetProtect. Our community offers a cost-effective insurance program with coverage for your personal property. For just **\$25.00** per month, this program meets the **\$100,000.00** liability insurance requirement in your lease and provides **\$0.00** in coverage for your personal property. You will automatically be enrolled in this program unless you proceed with option b or c.
 - b. You agree to purchase renter's insurance through **LeasingDesk Insurance Services** ("eRenterPlan"). If you have questions regarding eRenterPlan please call **(888) 205-8118** or visit **www.eRenterPlan.com**; Leasing Office Employees are not licensed agents. **Note that LeasingDesk Insurance Services is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renter's insurance through eRenterPlan.**
 - c. You agree to purchase renter's insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it.
 - i. Your policy declarations page or certificate of coverage must include the following information. Your insurance requirements will not have been met until the policy is reviewed and approved.
 - ii. Your name
 - iii. Policy start and end dates
 - iv. Policy number
 - v. A personal liability limit with a minimum of **\$100,000.00**
 - vi. Community must be listed as an "Additional Interest," "Interested Party" or an equivalent on your policy. By doing this, your community will be notified should your policy cancel or non-renew. The "Additional Interest" must read as follows:
vii. _____, **The Rowan, P.O. Box 115009 Carrollton, TX 75011**
3. Resident agrees that a failure by Resident to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default to the extent permitted by Applicable Law, Landlord shall have all rights and remedies available to it under the Lease Agreement. Resident will be automatically enrolled in the AssetProtect program at a cost of **\$25.00** per month and consist of the coverage outlined above.
4. **Personal Premises Insurance and Liability.** All personal property kept in the Apartment, Apartment building and/or common areas by you (or anyone else whom you permit to use or occupy the Apartment) shall be kept at your own risk. You agree that, as the law permits, you and your insurance carrier will not hold us liable for claims for damage or injury normally covered by Renter's insurance, even if we are negligent, and you will look solely to your insurance to compensate for any such damage or injury.
5. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language contained in lease agreement.

Amel. 1. Pool

Ansel J. Postell (Resident)

7/6/2022
05:31 PM EDT

Date _____



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date _____

The Rowan

EXHIBIT G ROOMMATE ADDENDUM

The Rowan offers individual bedroom lease terms, as well as roommate matching services, to those wishing to share an apartment with individuals they may or may not have had a previous social or familial relationship with. This service allows persons to enjoy cost savings associated with economies of scale while only being financially obligated to fulfill their portion of the units rent.

I understand that entering into an agreement with a shared common area living component will at most times involve compromise and an understanding that my roommate's lifestyle, living habits, and/or ideologies may not always align with mine. Roommate matching forms are a tool used in the placement process, not all requests can be accommodated and ultimately unit type requested may be the largest determining factor in placement.

A.P.

I understand that while management may at times be able to assist in conflict resolution, that it is the obligation of the lessees to facilitate the desired and appropriate actions to be taken within the parameters of the lease agreement and applicable state and federal laws. Requests for transfers may be made as per the lease agreement if space is available, transfer fees will apply.

A.P.

I understand/agree that management cannot in some cases provide solutions that will be deemed acceptable to all parties involved. In the case I choose to vacate the premises for any reason I agree to do so by the available methods outlined in the lease agreement and by paying all fees associated with a re-let or release.

A.P.



The Rowan

Name: Ansel J. Postell		Email: yungajp@icloud.com	
Current Telephone Number: (404) 270 - 0392	Date of Birth: 4/16/2002	Age at Move-In: 20	Gender: ☐ Male ☐ Female
Major:	University/College Attending: <i>Not Applicable</i>	What size apartment/townhome would you prefer to live in? 3x3.5 - 2000 sq/ft	
PRE-LEASING PREFERENCES			
Do you prefer a specific building or location in our community? ☐ Yes ☒ No preference		If yes, what particular building or location?	
Floor Preference?			

ROOMMATE MATCHING

ABOUT ME
Do you smoke? No answer was provided
How do you prefer to keep your home? No answer was provided
How often do you have guests in your home? No answer was provided
How many nights a week do you participate in social events? No answer was provided
What are your sleep habits? No answer was provided
Would you be interested in a Co-Ed apartment? No answer was provided
Do you drink alcohol? No answer was provided
Are you taking over the lease of a current resident? If so, who? No answer was provided
How would you describe yourself? No answer was provided
What gender do you identify as? No answer was provided
Are you a member of any Social, Greek, Academic or Sports group/team? No answer was provided
Were you referred by a current resident? If so, who? No answer was provided
What things interest you? No answer was provided
What is your major? No answer was provided
Who are your preferred roommates? No answer was provided
What class standing will you be? No answer was provided
What school are you attending? No answer was provided
Do you have a bedroom request within your apartment? No answer was provided
How much emphasis do you place on your studies? No answer was provided
Would you be willing to live with a pet or service/support animal? No answer was provided



The Rowan

REQUESTED ROOMMATES		
1. Roommate Name:	Phone:	E-Mail:

I understand that the information provided above does not guarantee roommate compatibility.

AP

Initials

By signing below, I give my permission for The Rowan to release this information to prospective roommates.

Ansel J. Postell

7/6/2022
05:32 PM EDT

Ansel J. Postell (Resident)

Date



SMOKE-FREE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Residential Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Agreement. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Residential Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Residential Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Agreement inside any apartment or building.)

2. **DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

3. **PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.

4. **LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Residential Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.

Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.

5. **NO GUARANTEE OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Residential Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Residential Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Residential Community smoke-free is dependent on voluntary compliance by Resident and others.

6. **VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Agreement or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:32 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

UTILITIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **UTILITIES.** Resident will be responsible for payment of utilities listed below. The method of metering or otherwise measuring the cost of the utility will also be indicated below.

- A. **ELECTRIC.** Electric service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:

1 - Sub-metering of all water/gas/electric use.

METERING/ALLOCATION METHOD KEY	
1	Sub-metering of all water/gas/electric use
2	Calculation of total water use based on sub-metering of hot water
3	Calculation of 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 the Leased Premises
6	Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula
7	Allocation based on square footage of the Leased Premises
8	Allocation based on a combination of square footage and the number of persons residing in the Leased Premises
9	Allocation based on the number of bedrooms in the Leased Premises
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. **ALLOCATION METHODS.** If an allocation method is used, Owner or Owner's billing company will calculate Resident's 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. If allowed by state law, Owner may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Owner's sole discretion, and after providing written notice to Resident. 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 Addendum, 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. **UTILITY BILLING.** When billed by Owner directly or through Owner's billing company, Resident must pay utility bills within thirty (30) days of the date when the utility bill is issued at the place indicated on the bill, or the payment will be late. If a payment is late, Resident shall pay Owner a sum (indicated below) as a liquidated damage. The late payment of a bill or failure to pay any utility bill is a material violation of the Lease Contract and Owner will exercise all remedies available under the Lease Contract. To the extent there are any new account, monthly administrative, late or final bill charges, Resident shall pay such charges as indicated below.
4. **UTILITY CHARGES.** Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges for the Leased Premises. If Resident breaches the Lease Contract, Resident will be responsible for utility charges for the time period Resident is obligated to pay the charges under the Lease Contract, subject to Owner's mitigation duties. In the event Resident fails to timely establish utility services, Owner may charge Resident for any utility service billed to Owner for Leased Premises and a reasonable administration sum (indicated below) for billing for the utility service.
5. **FINAL UTILITY BILL.** Upon move out, Resident will receive a final bill which may be estimated based on Resident's prior utility usage. This bill must be paid at the time Resident moves out or it will be deducted from the security deposit.
6. **SUB-METERING SYSTEMS.** Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Failure to comply with this provision will be deemed a material violation of the Lease Contract and all remedies

The Rowan

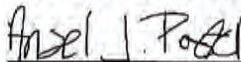
available to Owner under the Lease Contract, this Addendum, and state law, will be authorized.

- 7. UTILITY PAYMENTS.** Where lawful, all utilities and charges of any kind under the Lease Contract and this Addendum shall be considered additional rent, and if partial payments are accepted by Owner, they will be allocated first to non-rent charges and then to rent.
- 8. ADDITIONAL UTILITIES.** Resident agrees that, upon thirty (30) days prior written notice, Resident may 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".
- 9. SEVERABILITY.** This Addendum is designed for use in multiple jurisdictions, and no billing method or charge mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease Contract 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 Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract and this Addendum shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
- 10. OWNER'S LIABILITY.** Owner is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Leased Premises unless such loss or damage was the direct result of negligence by Owner or Owner's Agents. Resident releases Owner from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Leased Premises due to such outages, interruptions, or fluctuations.

UTILITY CHARGES

To the extent allowed by state law, Owner, in its sole discretion, may amend these charges with written notice to Resident.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.



Ansel J. Postell (Resident)

7/6/2022
05:34 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



PLAINTIFF'S
EXHIBIT
1.1

ROA 000962

 LEASE CONTRACT CERTIFIED LEASE SOUTH CAROLINA					
PARTIES AND LEASED PREMISES					
Owner EMRES II South Carolina, LLC		Address 1051 Southern Dr. Columbia, SC 29201		Phone (803) 255-0170	
Resident Ansel J. Postell		Address 275 Country Roads Circle, Stockbridge, GA 30281 - US		Phone (404) 270 - 0392	
Email Address yungajp@icloud.com					
Unit 3007A		Floorplan 3x3.5 - 2000 sq/ft			
Street Address 1051 Southern Dr.		City Columbia	State SC	ZIP 29201	County Richland
LEASE TERM					
Type ☐ Move-In ☒ Renewal		Period Twelve (12) Installments	Start Date 7/26/2022	End Date 7/25/2023	Date Signed July 6, 2022
RENT					
Payable To The Rowan		Address 1051 Southern Dr., Columbia, SC 29201		Phone (803) 255-0170	
Office Hours Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm			Due On 1st	Late On 6th	Fax () -
CHARGES					
Late Payment	\$100.00	Dishonored Payment	\$35.00	Transfer Charge	\$300.00
Reletting Charge	\$250.00				
CONCESSIONS					
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00					\$85.00
<i>(Concessions not applied for full lease term are not factored into Installment Payments)</i>					
INSTALLMENT PAYMENTS		DEPOSITS		FEES	
Rent	\$720.00	Security Deposit	\$0.00	Application Fee	\$60.00
Monthly Concession	(\$85.00)	TOTAL SECURITY DEPOSIT	\$0.00	TOTAL ONE-TIME FEES	\$60.00
TOTAL INSTALLMENT	\$635.00	(Paid - \$0.00)			

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **6th** day of **July, 2022**, by and between Owner of Residential Community ("Owner") and **Ansel J. Postell** (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **1051 Southern Dr., Columbia, SC 29201** (the "Leased Premises"), located within **The Rowan** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with and attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

This Agreement is governed by the South Carolina Residential Landlord and Tenant Act, Section 27-40-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended (the "Act").

Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bed space or bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the

The Rowan

joint right to use and occupy the Leased Premises' applicable common living areas with co-residents, including, but not limited to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

1. **OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises shall be occupied solely by Residents and any co-residents, as assigned by Owner. No other persons may reside in, or otherwise occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises for more than six (6) consecutive days or fourteen (14) total days in any twelve (12) month period, without Owner's prior written consent. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

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

1.1. Availability and Room Assignment. To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

1.2. Relocation. In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with five (5) days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

1.3. Transfers. Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of \$300.00, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within seven (7) days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

2. **TERM.** This Agreement shall be for a fixed lease term of twelve (12) installments, beginning at 10:00am, on July 26, 2022 and ending at 9:00am, on July 25, 2023 ("Term").

2.1. Renewal. This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Leased Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

3. **SECURITY DEPOSIT.** Residents have deposited with Owner the sum of \$0.00, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit.

TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE HAS THE OPTION TO PLACE RESIDENTS' SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. RESIDENTS AGREE TO AND UNDERSTAND THAT RESIDENTS HAVE BEEN INFORMED OF RESIDENTS' RIGHT TO OWNERSHIP OF THE

INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

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

Upon termination of this Agreement, the security deposit shall be returned less amounts withheld by Owner for accrued rent and damages which Owner has suffered as set forth herein or by reason of Residents' noncompliance with the Act. Any deduction from the security deposit shall be itemized by Owner in a written notice to Residents together with the amount due, if any, within thirty (30) days after termination of this Agreement and delivery of possession and demand by Residents, whichever is later. Residents shall provide Owner in writing with a forwarding address to which the written notice and amount due from Owner may be sent.

4. **RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$7,620.00**. Rent will be paid in installments of **\$635.00** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2022	\$635.00
2. September 1, 2022	\$635.00
3. October 1, 2022	\$635.00
4. November 1, 2022	\$635.00
5. December 1, 2022	\$635.00
6. January 1, 2023	\$635.00
7. February 1, 2023	\$635.00
8. March 1, 2023	\$635.00
9. April 1, 2023	\$635.00
10. May 1, 2023	\$635.00
11. June 1, 2023	\$635.00
12. July 1, 2023	\$635.00

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of online payment, debit, personal check or certified check. Rent and all other sums due to Owner will be payable to **The Rowan, 1051 Southern Dr., Columbia, SC 29201, (803) 255-0170**. The usual days and hours when payments may be made personally are: **Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm, 1051 Southern Dr., Columbia, SC 29201**. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the **6th** day of the month, payment must be in the form of certified check or money order. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of certified check or money order.

NOTICE TO RESIDENTS: IF YOU DO NOT PAY YOUR RENT ON TIME, THIS IS YOUR NOTICE. IF YOU DO NOT PAY RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, OWNER CAN START TO HAVE YOU EVICTED. YOU WILL RECEIVE NO OTHER NOTICE AS LONG AS YOU LIVE IN THE LEASED PREMISES.

4.1. **Concessions.** Residents agree that the concessions specified in this Agreement are given to Residents as an incentive and with the understanding that Residents will fulfill all obligations under this Agreement for the full lease term. If Residents fail to pay rent before the Due Date, in any month, during the Term or any renewal period, in addition to all other

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

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

5.1. Late Payments. Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to timely pay all rent, Owner is entitled to a late fee of \$100.00 on the 6th day of the month.

5.2. Dishonored Payments. Residents shall owe \$35.00 for each dishonored payment, plus any applicable late fees described in this Agreement until all amounts owed are paid. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by certified check or money order. If one (1) or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any twelve (12) month period, Residents shall be required to pay all future rent and other charges by certified check or money order plus any and all costs required in the collection of said payments.

- 6. PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge after five (5) days from the due date. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by Residents or when the charges may have accrued.
- 7. RENT INCREASES AND LEASE CONTRACT CHANGES.** Owner may notify Residents in writing of any increase in rent five (5) days before the final date that Residents are required to give their move-out notice. The new rent shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.
- 8. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

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

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents giving incorrect or false answers in a rental application; 3) Residents being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

- 9. REPLACEMENTS AND SUBLETTING.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and

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underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

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

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

- 11. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner by the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of Owner, unless otherwise required by law.

11.1. Smoke Detectors. Residents will not interfere with the presence or functionality of any smoke detectors in the Leased Premises. Residents will report immediately and in writing any defects in the condition of any smoke detectors. Residents assume the responsibility for ensuring the smoke detectors are in operating condition at all times and for replacing batteries as needed. Owner may replace the batteries in any smoke detectors in the Leased Premises at any time without notice and at cost to Residents. Residents will be liable actual damages that result from Residents' failure to

maintain any smoke detector in the Leased Premises.

11.2. Casualty Loss. Unless otherwise required by law, Owner is not liable to Residents or Residents' guests for personal injury, damages to or loss of personal property for any cause outside of Owner's control, including but not limited to: acts of God, fire, smoke, flood, rain, pipe leaks, ice, hail, snow, lightning, wind, earthquakes, theft, vandalism, or utility interruptions. If the Leased Premises is damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the Leased Premises is substantially impaired, Residents may: a) immediately vacate the Leased Premises and notify Owner in writing within seven (7) days thereafter of Residents' intention to terminate this Agreement, in which case this Agreement terminates as of the date of vacating; or b) if continued occupancy is lawful, vacate any part of the Leased Premises rendered unusable by the fire or casualty, in which case Residents' liability for rent is reduced in proportion to the diminution in the fair-market rental value of the Leased Premises. Unless the fire or casualty was due to Residents' negligence or otherwise caused by guests, if this Agreement is terminated, Owner shall return the security deposit subject to the terms set forth in Section 3 of this Agreement and any prorated prepaid rent from the date of the fire or casualty.

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

12. UTILITIES. Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: ☒ **electricity (with a \$35 allotment per resident), pest control, trash removal, and an internet package.** Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: ☒ **water, sewer, and electric over the \$35 allotment per resident.**

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

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

13. DAMAGES, ALTERATIONS, AND REPAIRS. Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER. Verbal requests from

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Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may, in accordance with the provisions of the Act and this Agreement, terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

- 14. RISK OF LOSS OF RESIDENT'S PROPERTY.** Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than \$100,000.00 for the Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.
- 15. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving 10 days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.
- 16. HOLD HARMLESS FOR GUESTS.** Owner is not liable for damage to doors, window, or screens; damage caused by open windows or doors; or damage caused by wastewater stoppage in pipes exclusively serving the Leased Premises unless the damage or stoppage is due to Owner's negligence. Residents must pay for repair and/or replacement for the damage detailed above. Owner may require payment from Residents in advance of repairs or at any other time and delay in demand for payment by Owner does not constitute waiver by Owner.
- 17. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises. At the commencement of the term, Owner shall deliver possession of the Leased Premises to Residents in compliance with this Agreement and Section 27-40-440 of the Act.
- 18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence, and as required by applicable law, in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; making reasonable repairs; and keeping the premises in a fit and habitable condition, provided that Residents shall be required to pay for all damages for which they are liable.
- 18.1. Security.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually

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

- 19. ACCESS.** Owner or Owner's agent shall give Residents at least twenty-four (24) hours notice of intent to enter and may enter only at reasonable times; however, Owner or Owner's agent may enter the Leased Premises without consent of Residents: a) at any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; b) between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or c) between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by Residents and that prior to entering, Owner or Owner's agent announces intent to enter to perform services. Owner may also enter the Leased Premises: 1) pursuant to court order; 2) as permitted by Sections 27-40-720 and 27-40-730; 3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or 4) if Residents have abandoned or surrendered the Leased Premises. Residents shall not change locks on the Leased Premises without written permission from Owner.

Residents shall not unreasonably withhold consent to Owner to enter the Leased Premises in order to inspect the Leased Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

- 20. TERMINATION, DEFAULT, AND REMEDIES.** Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. The following actions shall not constitute termination of this Agreement: a) maintenance of the Leased Premises by Owner or on Owner's behalf; b) efforts to rent out the Leased Premises by Owner or on Owner's behalf; c) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement; d) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement; or e) actions by Owner to procure the appointment of a receiver to secure Owner's interests under this Agreement.

If there is noncompliance by Residents with this Agreement (other than nonpayment of rent) materially affecting health and safety or the physical condition of the Leased Premises or the conduct of any illegal activity, Owner may deliver a written notice to Residents specifying the acts and omissions constituting the breach and that this Agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. This Agreement terminates as provides in the notice except: a) if the breach is remediable by repairs or otherwise and Residents adequately remedy the breach before the date specified in the notice; or b) if the remedy cannot be completed within fourteen (14) days but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, then this Agreement may not terminate by reason of the breach.

20.1. Reletting Expense. Because damages relating to Owner's costs to find and replace tenants are difficult to ascertain in the situations described below, Residents agree that a reletting expense of ~~\$250.00~~ is a reasonable estimate for such activity. Residents will be required to pay the reletting expense: a) for failure to provide written move-out notice pursuant to terms of this Agreement; b) upon Owner's demand in the event of Residents' default; c) pursuant to a court order for eviction; or d) for failure to pay rent in full for the entire lease term or renewal period upon move-out. The reletting expense is not the same as a lease cancellation fee or buyout fee, rather, it is an agreed upon liquidated amount to cover Owner's damages in part. The reletting expense is not a substitute for and does not release Residents from liability for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement.

- 21. MOVE-OUT NOTICES AND PROCEDURES.** Prior to moving out, Residents are required to provide Owner with at least thirty (30) days advance written notice. The move-out notice must comply with the notice provision of this Agreement and provide Residents' move-out date. Residents must obtain written acknowledgment from Owner of receipt of Residents'

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move-out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement. Oral move-out notice is not an acceptable form of termination. The move-out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move-out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due. Early move-out by Residents may also result in reletting expenses.

Residents and Residents' guests must vacate the Leased Premises on or by the agreed upon move-out date, the date contained in Residents' move-out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally, Residents will be liable for hold over rent, which will be increased by twenty-five percent (25%) over the then existing rent, and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over.

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

22. RESIDENTS' PERSONAL PROPERTY. Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement without further notice or demand from Owner. Owner may remove and dispose of Residents' personal property in a manner permissible by applicable law upon termination or expiration of this Agreement, surrender, abandonment, or court ordered eviction of Resident. Residents will be liable to pay Owner for reasonable costs associated with packing, removing, storing, and selling Residents' property. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or c) Residents have vacated the Leased Premises and the move-out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: 1) Residents have unpaid rent and been absent from the Leased Premises for five (5) consecutive days; 2) a significant number of Residents' personal belongings have been removed; 3) utilities to the Leased Premises has been terminated for five (5) consecutive days; 4) Residents have failed to respond within two (2) days after Owner leaves notice, on the inside of the main door, stating that Owner considers the Leased Premises have been abandoned; or 5) ten (10) days after the death of sole resident of the Leased Premises.

23. SECURITY DEPOSIT RETURN. Owner will mail the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Residents are not entitled to a refund of any portion of the security deposit unless Owner receives proper notice of move out pursuant to this Agreement.

24. RELEASE OF RESIDENTS. Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

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

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due or forty-five (45) days after Owner receives notice, whichever is shorter. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

25. MISCELLANEOUS. This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or

The Rowan

modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

25.1. Zero Tolerance Crime Policy. Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

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

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

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

25.5. Sale of Leased Premises. In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

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

Initial: AP

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

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

The Rowan

26. DISCLOSURE. Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

27. NO WAIVER. Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

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

28. SEVERABILITY. If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

29. ATTACHMENTS TO THE AGREEMENT. Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Mold Disclosure Addendum	Internet Access Addendum
Animal Addendum	Parking/Storage Addendum
Assignment Addendum	Required Qualifying Criteria or Guarantor Waiver Addendum
Bedbug Addendum	Requirement of Renters Insurance
COVID-19 Rules and Regulations	Roommate Addendum
Community Policies and Rules	Roommate Matching
Concession Addendum - Student Housing	Smoke-Free Addendum
Crime/Drug Free Housing Addendum - Student Housing	Utility Addendum
Furniture Addendum	

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

Residents affirmatively state that Residents have never been and are not currently a criminal sex offender.

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

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


Ansel J. Postell (Resident)

7/6/2022
05:25 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

The Rowan

MOLD DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

MOLD WARNING

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. Mold can grow on damp surfaces within 24 to 48 hours. There are no established guidelines for unacceptable air quality caused by mold.

OWNER'S DISCLOSURE

Owner has inspected the Leased Premises and has no knowledge of mold and/or mildew contamination located in or around the Leased Premises.

MOLD/MILDEW PREVENTION

To prevent mold and/or mildew contamination, Residents shall maintain the Leased Premises in a manner that prevents mold or mildew growth within the Leased Premises, which includes, but is not limited to:

1. Inspecting the Leased Premises regularly for the indications and sources of indoor moisture.
2. Keeping the Leased Premises free from moisture, dirt and debris that can harbor mold. Maximizing the circulation of air by keeping furniture away from walls and out of corners.
3. Cleaning and drying any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
4. Using reasonable care to close all windows and other openings to prevent outdoor water from penetrating into the interior of the Leased Premises.
5. Utilizing bathroom fans while showering or bathing, and utilizing stove hood vents/exhaust fans whenever cooking, washing dishes, or cleaning.

Residents agree to immediately notify Owner, in writing, of the presence of any mold or mildew growth on surfaces inside the Leased Premises. In furtherance of such obligation, Residents agree to immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes. Residents shall allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present. If Residents fail to comply with this Addendum, Residents can be held responsible for property damage to the Leased Premises and any health problems that may result.

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

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:25 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Resident is permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Resident acknowledges that authorization may be sooner terminated if: a) Resident's tenancy is lawfully terminated; or b) Resident, or Resident's guests, violate any of the terms or conditions of this Addendum.

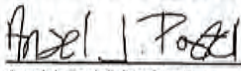
Resident may not substitute any other animals. Neither Resident nor Resident's guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

2. **ANIMAL RENT.** Resident agrees to pay Owner a sum of \$0.00, as animal rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the animal rent.
3. **ANIMAL DEPOSIT.** Resident agrees to pay Owner a sum of \$0.00, as an animal deposit, due prior to move-in. Owner will consider the animal deposit part of the security deposit for all purposes, and is not limited in use to damages caused by the animals listed in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the animal deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the animal deposit is not separately refundable even if the animals are removed prior to the end of the tenancy.
4. **ADDITIONAL FEE.** Resident agrees to pay Owner a sum of \$0.00, as a non-refundable animal fee, due prior to move-in. The non-refundable animal fee will not be returned or credited to any charges owed by Resident at the time of move out.
5. **ANIMAL RULES.** Resident is responsible for the animals brought onto the Leased Premises and/or the Community by Resident and Resident's guests, even if the animals do not belong to Resident. Resident agrees to abide by the following rules:
 1. Residents shall be limited to a maximum of 1 animal(s) while residing at the Residential Community.
 2. Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
 3. Animals must be under Resident's supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Resident's exclusive use.
 4. Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
 5. Due to health regulations, Resident must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
 6. Animals must be housebroken, and may not weigh more than ten (10) pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
 7. Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Resident's exclusive use. Resident should not leave animals on patios or balconies, if applicable, for extended periods of time.
 8. Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
 9. Resident is prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Resident must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Resident will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
 10. Notwithstanding anything to the contrary in this Addendum, Resident must comply with all local, state and federal laws and ordinances regarding animal defecation, ownership and care.
 11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed to have animals.

The Rowan

12. Resident hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.
6. **ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:
1. Animals: ☒ Reptiles (snakes, iguanas) ☒ Ferrets ☒ Skunks ☒ Raccoons ☒ Squirrels ☒ Rabbits ☒ Birds (parrots, cockatiels, macaws)
 2. Breeds: ☒ Pit Bulls ☒ Rottweilers ☒ German Shepherds ☒ Huskies ☒ Malamutes ☒ Dobermans ☒ Chowchows ☒ Great Danes
7. **COMPLAINTS ABOUT ANIMALS.** Resident will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Resident must immediately and permanently remove the animal from the Leased Premises.
8. **OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Resident has: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.
9. **VIOLATION OF RULES.** If Resident, or Resident's guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Resident remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.
10. **SUPPORT OR SERVICE ANIMALS.** Resident acknowledges that the ownership of or need for a support or service animal does not entitle Resident to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Resident understands that the animal must be supervised while in common areas of the Community, and Resident must maintain control of the animal at all times. Resident is responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Resident will, however, be liable for any damages that the animal may cause. Resident acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Resident and the support or service animal, as well as exercise other remedies under the Lease Contract.
11. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Resident will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, 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, Resident must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Resident is strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Resident will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **6th** day of **July, 2022**.


Ansel J. Postell (Resident)

7/6/2022
05:26 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

The Rowan

ASSIGNMENT ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

LEASED PREMISES				
Unit 3007A		Floorplan 3x3.5 - 2000 sq/ft		
Street Address 1051 Southern Dr.	City Columbia	State SC	ZIP 29201	County Richland
LEASE CONTRACT				
# of Installments 12	Installment Amount \$635.00	Start Date 7/26/2022	End Date 7/25/2023	Total Contract Amount \$7,620.00
The Leased Premises will be assigned to Resident on or before the first day of the lease term as stated in the Lease Contract (entitled "Term").				
CONCESSIONS				
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00				\$85.00
(Concessions not applied for full lease term are not factored into Installment Payments)				

- 1. ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
- 2. RELOCATION.** For purposes of operating efficiency, Owner reserves the right at any time, upon five (5) days written notice, to relocate Resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this Lease Contract.
- 3. TRANSFERS.** Resident is not permitted to change bedrooms or apartments without Owner's prior written consent. Any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay Owner a sum of \$300.00, as a transfer charge, which must be paid prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within seven (7) days of the initial occupancy. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:26 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

BEDBUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

It is our goal to maintain the highest quality living environment for our Residents. The Owner has inspected the Leased Premises prior to executing this Agreement and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.

AP (Residents Initials)

Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of a bed bug infestation in the Leased Premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

1. Residents will practice good housekeeping, including the following:
 - Residents will check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
 - Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
 - Residents will keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
 - Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
 - Residents will cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
 - Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.
2. Residents will report any problems immediately. Specifically, Residents will:
 - Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
 - Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Residents will cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Residents will comply with the recommendations from the pest management professional, including:
 - Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
 - Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.



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- Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
 - Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
 - Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - Carefully removing vacuum bags, sealing bags in plastic, and discarding.
 - Cleaning all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Residents agree to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the Leased Premises.

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



7/6/2022
05:27 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



COVID-19 RULES AND REGULATIONS USE OF AMENITIES AND COMMON AREAS

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the fitness center, common areas, and all other amenity areas and shared spaces of the Property outside of residential units (each individually a "Facility" and collectively the "Facilities"), have been developed with the health and safety of residents, their guests, and property staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the Property are amended to include the following additional rules and regulations, which are incorporated as part of each Resident's Lease, effective immediately:

Each Resident of the Property ("you") must:

1. Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention ("CDC") – www.coronavirus.gov
2. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, property staff, and others.
4. Residents are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact property staff.
5. Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
 - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any common area and after using any Facility or interacting with others, and after handling or picking up mail and packages.
 - Use hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Avoid touching your eyes, nose, and mouth.
 - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
6. Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where Property-provided disinfecting sprays are not readily available, Residents must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
7. Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, Landlord may limit access to or close Facilities or portions thereof from time to time.
8. Do not host or engage in any gatherings in the Facilities of more than 10 people (or such fewer number of people as may be required by Landlord, property manager, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
9. Require your guests and visitors at the Property to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of Landlord or property manager because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.
10. Self-screen before utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL



The Rowan

HEALTHCARE PROVIDER FOR MEDICAL ADVICE

11. If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with Landlord, property manager and public health authorities in providing information that will allow Landlord, property manager, and public officials to determine whether you may have exposed other residents, property staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for Landlord and property manager to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but Landlord and property manager will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Landlord and property manager may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
12. Promptly contact property staff if you notice a co-resident violating any of these Rules and Regulations.
13. **USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19.** The Landlord and property manager make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19. COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.
14. Vaccinations and vaccination status: Campus Advantage recommends all residents and guests follow CDC and medical professional recommendations when it comes to the COVID-19 vaccines. Campus Advantage does not routinely track whether residents are vaccinated and does not utilize information that is disclosed to Campus Advantage about vaccination status to make routine decisions relating to resident placements or other aspects of normal operations. Campus Advantage provides no assurance that any residents or guests are vaccinated.

Throughout the COVID-19 crisis, information has changed rapidly and best practices continue to evolve and change. The additional rules and regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others.

A violation of the Property's Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, Landlord shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:27 PM EDT

Date

COMMUNITY POLICIES AND RULES

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

COMMUNITY AND LEASED PREMISES				
Owner	Address		Phone	
EMRES II South Carolina, LLC	1051 Southern Dr. Columbia, SC 29201		(803) 255-0170	
Community				
The Rowan				
Street Address	City	State	ZIP	County
1051 Southern Dr.	Columbia	SC	29201	Richland
RENT				
Payable To	Address		Phone	
The Rowan	1051 Southern Dr., Columbia, SC 29201		(803) 255-0170	
Office Hours	Due On	Late On	Fax	
Monday - Friday 10am - 7pm; Saturday 10am - 5 pm; Sunday 1 - 5 pm	1st	6th	() -	

- 1. GENERAL CONDITIONS.** Resident's permission for use of any common areas, amenities, and recreational facilities located at the Residential Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Agreement and this Addendum, 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 Agreement or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident 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 any common areas, amenities, and recreational facilities at the Residential Community. Resident 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 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.

1.1. BARBECUES. Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the Leased Premises, including on any patios, balconies or breezeway areas. Any use of open flame is prohibited, including, but not limited to, barbecues and torches.

1.2. BUSINESSES. Resident is not authorized to use the Leased Premises, or permit the Leased Premises to be used, for any business purposes without Owner's prior written consent or as otherwise allowed by law.

1.3. MAIL. Only Resident may receive mail at the Leased Premises. Receipt of mail at the Leased Premises by any other person will be deemed to be proof of occupancy by that person. Any other person in the Leased Premises, with or without Resident's knowledge, will be deemed to be guests of Resident for purposes of this Addendum.

1.4. PACKAGES. Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to Resident through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Agreement will be accepted, and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises.

1.5. PUBLIC CONSUMPTION. Resident must not engage in, and Resident shall take reasonable action to prevent all guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Residential Community, or in vehicles parked or moving on the Residential Community.

1.6. QUIET HOURS. Quiet hours are established to be respectful of all residents of the Residential Community.

The Rowan

The quiet hours of the Residential Community are **10:00PM - 8:00 AM**. Resident must not make nor permit any disturbing noises in the Leased Premises or the common areas of the Residential Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.

1.7. SERVICE REQUESTS. Resident is responsible for notifying Owner when maintenance or repair work needs to be performed in the Leased Premises. All non-emergency requests for repairs will be handled during normal office hours. Service technicians may elect not to enter the Leased Premises at their discretion. Maintenance work performed due to neglect, abuse, misuse or direct fault of Resident, or guests of Resident, will be billed to Resident. This includes service work on garbage disposal and plumbing fixtures due to improper use and clogging caused by Resident.

1.8. TRASH. Resident must deliver and place all garbage and trash in proper bins at designated locations in the Residential Community. If the bin normally used is full, Resident must use another bin. Garbage and trash may not be left in hallways or stairwells. Trash bins and/or enclosures are not to be used for large items such as furniture, etc. Resident is responsible for any and all unacceptable items placed in the trash receptacles, including, but not limited to, toxic waste or other possible harmful items.

2. DECK/BALCONY USE AND MAINTENANCE. Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents' deck/balcony:

- Balcony loads limits are intended for a maximum of **2** people. **DO NOT** crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
- Supervise young children and others who require supervision in order to safely occupy the deck/balcony.
- The deck/balcony must be maintained in a clean and orderly condition. Residents should use a reasonable approach when outfitting the balcony with patio furniture, potted plants, etc.
- Residents shall not use the open area of the balcony for storage, balconies must be kept free of clutter. Grills are not permitted without the prior written consent of Owner.

Residents agree to contact Owner immediately if Residents observe any of the following: leaning or sagging of the deck/balcony; cracks or separation where the deck/balcony connects to the building itself; sagging or soft spots in any areas of the deck/balcony; cracks, holes or missing pieces of the deck/balcony; rust stains or abnormal water ponding on the deck/balcony; obstructed or poorly functioning drains (if any); loose or unstable handrails on the deck/balcony or damage to handrails; and any other observed defects or potentially hazardous conditions with respect to the deck/balcony. If any of the above conditions are observed, Residents should not use the deck/balcony and contact Owner immediately.

In addition, to maintain the integrity of the deck/balcony's surface, do not use solvents, alcohol or paint or lacquer thinner to clean the deck/balcony and do not damage the balcony or any part of the balcony when moving large plants, patio furniture, and the like. To prevent overloading of exterior walkways and entry landings, Residents and guests are prohibited from congregating in these areas.

3. EMERGENCIES. Emergencies affecting the Leased Premises should immediately be reported to Owner. Resident should report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Resident is not authorized to call any service companies without Owner's permission. Owner will not be responsible for any charges incurred for services not authorized by Owner. The following service needs constitute an emergency:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up. Stopped up toilet – if only one in the Leased Premises.
- Water leaks from plumbing lines, windows, ceilings, or fixtures causing flooding or damage in the Leased Premises. Running water that cannot be shut off.
- Exterior flooding from water intrusion, sprinkler systems, or the like, causing flooding or damage in the Leased Premises.
- Door locks not functioning properly causing the Leased Premises to not be secure. Broken window(s) causing the Leased Premises to not be secure.
- Electrical power outage in the Leased Premises.
- Fire – call 911 first.

4. HEALTH & SAFETY STANDARDS. Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards. Residents must keep the interior of the Leased Premises clean according to good housekeeping standards. Resident will assume full responsibility for keeping the entry doors, entrance walkways,

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porches, patios and balcony areas cleaned, neatly arranged and free from unsightly or unused items. Resident must keep the Leased Premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, in a clean, safe and sanitary condition.

5. **PEST CONTROL.** Unless prohibited by statute or otherwise stated in the Agreement, Owner may conduct extermination operations in the Leased Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in the Leased Premises, and give Resident instructions for the preparation of the Leased Premises and safe contact with insecticides. Resident will be responsible to prepare the Leased Premises for extermination in accordance with Owner's instructions. Resident must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments will be performed at Resident's expense. Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination.
6. **COMMON AREA KITCHENS.** Resident must adhere to the rules and regulations posted in the common area kitchens and Owner's policies. The hours of the common area kitchens are **Open 24-hours**. The hours of the common area kitchens may change with or without notice at any time. When using the common area kitchens, Resident understands and agrees to the following:
 - Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
 - Resident is expected to use equipment based upon manufacturer's specifications.
 - Resident is responsible for cleaning equipment after use, including any applicable racks, burners, or exterior finishes.
 - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.
7. **POOL/SPA AREAS.** Resident must adhere to the rules and regulations posted in the pool/spa areas and Owner's policies. Resident is limited to 2 guests guests when using the pool/spa areas, and must accompany guests at all times when using such areas. Owner reserves the right to ask guests to leave should the occupancy of the pool/spa exceed limits allowed by law. The hours of the pool/spa areas are **6:00 AM - 11:00 PM**. The pool/spa hours may change with or without notice at any time. When using the pool/spa areas, Resident understands and agrees to the following:
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. No lifeguard is provided by Owner.
 - For safety purposes, Resident should not swim alone.
 - No glass, animals, or alcoholic beverages are permitted in the pool/spa areas. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit should be worn to and from the pool.
 - No running or rough activities are allowed in the pool/spa areas.
 - Resident must notify Owner any time there is a problem or safety hazard in the pool/spa areas.
8. **FITNESS CENTER.** Resident must adhere to the rules and regulations posted in the fitness center and Owner's policies. Resident is limited to N/A minutes when using the fitness center, and must accompany guests at all times when using the fitness center. The hours of the fitness center are **Open 24-hours**. The fitness center hours may change with or without notice at any time. When using the fitness center, Resident understands and agrees to the following:
 - The fitness center is not supervised. Resident is solely responsible for appropriate use of equipment.
 - Resident should carefully inspect each piece of equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
 - No glass, smoking, eating, alcoholic beverages, animals, or black sole shoes are permitted in the fitness center.
 - Offensive and abusive language will not be tolerated. Noise levels should be kept at a reasonable volume. Music equipment (i.e. radios, stereos, etc.) is only permitted with the use of headphones.
 - Loitering in the fitness center is not allowed. Persons in the fitness center must be utilizing the provided equipment.
 - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.
9. **BUSINESS CENTER.** Resident must adhere to the rules and regulations posted in the business center and Owner's policies. Resident is limited to N/A minutes when using the business center, and must accompany guests at all times when using the business center. The hours of the business center are **Open 24-hours**. The business center hours may change with or without notice at any time. The business center is equipped with the following: **Computer and Printer**. When using the business center, Resident understands and agrees to the following:
 - Persons using the business center are expected to be courteous to others and display conduct conducive to a

The Rowan

business atmosphere.

- Owner is not responsible for data, files, programs or any other information lost or damaged on computers in the business center or in the business center for any reason.
- No software may be loaded on computers in the business center without Owner's prior written consent.
- For reasons of safety and protection of equipment, no inappropriate, offensive, or pornographic images or files, in Owner's sole discretion, will be viewed or loaded onto the computers in the business center at any time.
- Smoking, eating, alcoholic beverages, animals, and any disturbing behavior are prohibited in the business center.
- Resident must immediately report to Owner any equipment that is not functioning properly or is damaged, as well any other person's use that appears to be in violation of Owner's policies.

10. OUTDOOR GRILL AREAS. Resident must adhere to the rules and regulations posted in the outdoor grill areas and Owner's policies. The hours of the outdoor grill areas are **Open 24-hours**. The hours of the outdoor grill areas may change with or without notice at any time. When using the outdoor grill areas, Resident understands and agrees to the following:

- Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- Do not use charcoal or lighter fluid if using a gas or propane grill. Resident will be responsible for any damages that may occur.
- Resident is expected to use grills based upon manufacturer's specifications.
- Resident is responsible for cleaning grills after use, including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes.
- Resident should finish grilling thirty (30) minutes prior to the closing time to allow sufficient time for grills to cool, and for proper cleanup.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.

11. WAIVER/SEVERABILITY. No waiver of any provision in this Addendum will be effective unless granted by Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding will not effect the validity of the remaining portions of this Addendum, the Agreement or any other addenda to the Agreement.

12. INVENTORY/CONDITION OF LEASED PREMISES. This information is provided to inform Residents of their responsibility for accepting the condition of the Leased Premises and maintaining such condition during the term of Residents' occupancy.

- Residents must make an inspection of the Leased Premises. The purpose of the inspection is to insure that all furnishings and fixtures, if applicable, in the Leased Premises are intact and undamaged. If Residents do not formally complete the move-in/out process and turn in all keys, ID, permits, or other items as required, charges may be assessed. Residents must sign a Move-in/Move-Out Inspection Form and forward to Owner upon of move-in.
- If damage occurs within the Leased Premises or a room adjacent to it (i.e., the window, door(s), etc.) during Residents' occupancy, Residents will be responsible for payment of the replacement or repair of the damaged property, whether the damage is done by Residents or Residents' guests.
- Residents are required to reimburse Owner for any damage caused by Residents and/or Residents' guests. Intentionally damaging any property of in the Residential Community and/or property of another resident is considered a default under the Agreement and are grounds for termination of the Residential Lease Contract. Repair and/or replacement costs will be based on actual expense incurred by Owner.

RESIDENTS ACCEPT RESPONSIBILITY FOR MAINTAINING THE LEASED PREMISES IN ITS ACCEPTED CONDITION DURING RESIDENTS' OCCUPANCY THEREOF AND UNDERSTANDS THAT RESIDENTS WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE LEASED PREMISES OR ADJACENT AREAS BY RESIDENTS OR RESIDENTS' GUESTS.

THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL ALSO APPLY TO RESIDENT'S GUESTS AND AGENTS, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT WILL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE AGREEMENT AND THIS ADDENDUM, AND RESIDENT INTENDS TO AND WILL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. OWNER'S REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREBY INCORPORATED BY REFERENCE TO BENEFIT FROM ANY AND ALL WAIVERS, RELEASES, AND LIMITATIONS OF LIABILITY MADE BY RESIDENT HEREUNDER.

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INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022

Ansel J. Postell

7/6/2022
05:28 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

The Rowan

CONCESSION ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

CONCESSIONS	
1. Monthly Concession: July 26, 2022 - July 25, 2023 - \$85.00	\$85.00
(Concessions not applied for full lease term are not factored into Installment Payments)	

THE UNDERSIGNED HEREBY AGREE, the concessions listed above are given to Resident as an incentive and with the understanding that Resident will fulfill all obligations under the Lease Contract for the full lease term. If Resident fails to pay rent on time pursuant to the terms and conditions of the Lease Contract, in addition to all other rights and remedies available to Owner for such a violation, Resident will not be entitled to concession amount attributed to that month and Owner, in its sole discretion, may require Resident to pay the full rent amount (as if no concession was given) for that month. Resident understands that concessions are a discount of rent only and not a discount of any other sums due to Owner under the Lease Contract.

In the event of lease termination due to violation of the Lease Contract, this Addendum will be immediately terminated, and Resident will be required to immediately repay Owner, without further notice from Owner, the amounts of all concessions that Resident received while residing at the Leased Premises.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell

7/6/2022
05:28 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

CRIME/DRUG FREE HOUSING ADDENDUM

This Crime/Drug Free Housing Addendum (this "Addendum") dated the 6th day of July, 2022, is part of the Residential Lease Contract (the "Lease Contract") between EMRES II South Carolina, LLC ("Owner") and Ansel J. Postell ("Resident") for a bedroom or bed space located at 1051 Southern Dr., Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Community").

1. CRIME/DRUG FREE HOUSING POLICY. In consideration of the execution or renewal of the Lease Contract, Owner and Resident agree as follows:

- A. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- B. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- C. Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.
- D. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of South Carolina and/or the Federal Controlled Substances Act.

(So long as the manufacture, sale, use, possession, and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- E. Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

2. VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

3. ADDENDUM PERTINENCY. In the event any provision in this Addendum is inconsistent with any provisions contained in other portions of, or attachments to, the Lease Contract, then the provisions of this Addendum shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.

Ansel J. Postell
Ansel J. Postell (Resident)

7/6/2022
05:29 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



The Rowan

ADDENDUM TO THE RESIDENTIAL CONTRACT FURNITURE ADDENDUM

Common area and bedroom furniture will be included in your unit at The Rowan and will be charged to you in your rent each month. The amount you pay for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture while in your care. If damage to the furniture occurs, you will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

- Food Stains and Odor Stains
- Tears to the Fabric
- Structural Damage (i.e. broken leg, broken drawer)
- Broken, Cracked or Chipped Glass
- Pet Stains
- Chipped or marred Wooden Surface
- Broken Lamp Base or Electrical Parts associated with Lamp
- Crushed or Broken Lamp Shades

Normal wear and tear and manufacturer's defects will not be the responsibility of the resident. As the caretaker of the furniture, it is your responsibility to notify the leasing office if there is an occurrence of a manufacturer's defect to the furniture in your apartment. If you do not notify the office of any defects to your furniture, you could be charged for the damage.

Initials: AP

FURNITURE INVENTORY ADDENDUM

By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.

Ansel J. Postell

Ansel J. Postell (Resident)

7/6/2022
05:30 PM EDT

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:52 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date



INTERNET ACCESS ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Landlord has entered into an agreement with a high speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high- speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material). 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, provider recommends against remote user enabling or printer sharing of any sort and also recommends that any use, applications or services you do choose to make available for remote access be protected with a very unique password (suggesting a password that incorporates a combination of letters, numbers and symbols) or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to

The Rowan

sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

The Rowan

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".

You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Bandwidth, Data Storage, and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

The Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.

Violation of Policy

The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical action it deems appropriate.



The Rowan

Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.

You hereby authorize provider and its distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of South Carolina.

Ansel J. Postell

7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date



PARKING/STORAGE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated July 6, 2022, and is between the Owner of The Rowan ("Owner") and Ansel J. Postell, (collectively and individually "Residents"), for the premises at 1051 Southern Dr. #3007A, Columbia, SC 29201 (the "Leased Premises"), which is located within The Rowan (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. VEHICLE INFORMATION.

DESCRIPTION					
Year	Make	Model	Color	Plate #	State

Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside the Leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Resident acknowledges that Owner may have unauthorized or illegally parked vehicles towed by following applicable state law procedures.

2. **PARKING RENT.** Resident agrees to pay Owner a sum of \$0.00, as parking rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the parking rent.
3. **PARKING DEPOSIT.** Resident agrees to pay Owner a sum of \$0.00, as a parking deposit, due prior to move-in. Owner will consider the parking deposit part of the security deposit for all purposes, and is not limited in use to damages caused within the parking spaces in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the parking deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the parking deposit is not separately refundable even if parking is no longer needed prior to the end of the tenancy.
4. **LIABILITY FOR LOSS OR DAMAGES.** Owner strongly recommends Resident to secure liability insurance for losses to personal property, including any vehicles parked or stored. Owner will not be liable for loss or damage to vehicles or other personal property parked or stored in parking or storage areas, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. Owner is not responsible for pest control in such areas.
5. **PARKING/STORAGE RULES.** Resident agrees to abide by the following rules:
 1. Parking areas may be used only for storage of operable motor vehicles.
 2. Storage areas may be used only for storage of personal property.
 3. Locks on doors of parking or storage areas may not rekeyed, added, or changed without Owner's prior written consent.
 4. No nails, screws, bolts, or hooks may be placed/installed into walls, ceilings, floors, or doors. Resident will be liable for any damage, not caused by Owner, to the parking or storage areas.
 5. No persons may sleep, cook, barbeque, or live in a parking or storage areas.
 6. No other persons may use the parking or storage areas designated in this Addendum. Use of such areas is limited to Resident only.
 7. No animals may be kept in the parking or storage areas. Also, no plants may be grown in such areas.
 8. Items that pose an environmental hazard or a risk to the safety or health of other residents or neighbors in Owner's sole judgment or that violate any government regulation may not be stored in the parking or storage areas. Owner may remove items from the parking or storage areas, without prior notice, notice, that Owner believes might constitute a fire or environmental hazard.
 9. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not have any security responsibilities for the parking or storage areas.
 10. Owner has the right to enter parking and storage areas, as allowed by law, to ensure compliance with this Addendum.
6. **KEYS AND ACCESS DEVICES.** Upon move-out, Resident must return any keys and/or access devices assigned by Owner listed in Section 9.1 of the Lease Contract (entitled "Keys and Access Devices"). If any keys and/or access devices are returned damaged or not returned upon move-out, Owner will deduct the cost of each damaged or missing key or access device, and the cost of any necessary rekeying, from the security deposit.
7. **MOVE-OUT AND REMEDIES.** Any items remaining after Resident has vacated the Leased Premises will be removed, sold, or otherwise disposed of in accordance with the Lease Contract, which addresses disposition or sale of property left in the Leased Premises after surrender or abandonment. Any termination of tenancy will automatically terminate any right

The Rowan

of parking or storage without any required further notice. All remedies in the Lease Contract apply to the parking and storage areas designated in this addendum.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 6th day of July, 2022.



7/6/2022
05:31 PM EDT

Ansel J. Postell (Resident)

Date



Signed by Katie Floyd
Wed Jul 6 2022 10:29:53 PM EDT
Key: 7995423A; IP Address: 107.77.237.171

(Owner/Agent)

Date

REQUIRED QUALIFYING CRITERIA OR GUARANTOR WAIVER ADDENDUM

This addendum is entered into on the date below between by and between Landlord and Resident, **Ansel J. Postell**, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

In order to remain compliant with the "Qualifying Criteria" acknowledged during the Applicant's Application process, the requirements below must be adhered to throughout the duration of the lease term and any subsequent renewal period.

Income/Employment Requirements or Guarantor Waiver. For the duration of your Lease, you must comply with one of the following with respect to Income/Employment Requirements:

- a. **Maintain a Guarantor:** Guarantors must complete a credit screening and sign the Guarantor of Lease Form. Guarantors must have a 600 or higher FICO score, earn 3 times the amount of rent, meet tradelines, rent/debt income ratios, rental history and check writing qualifications, and must provide verification of income. All students are encouraged to apply with a Guarantor.
- b. **Guarantor Waiver:** Take no action and be automatically enrolled in the Guarantor Waiver Program. For **\$0.00** per installment, this program waives the Income/Employment Requirement. **You will automatically be enrolled in this program unless you qualify using options a, c, or d.**
- c. **Self-Qualifying:** In order to self-qualify, a credit screening will be performed on the Resident. Self-qualifying Residents must have a 600 or higher FICO score, meet tradelines, rent/debt income ratios, rental history and check writing history qualifications, and must provide verification of income.
- d. **Pre-Payment:** If a Resident does not provide a suitable Guarantor within 2 attempts or meet the Self Qualifying requirements and does not wish to be enrolled in the Guarantor Waiver Program, Resident must satisfy the Income/Employment Requirement by providing 2 pre-paid installments that will be applied to the final 2 installments of the Lease agreement term or any subsequent renewal period.

Guarantor Waiver Program. Under the Guarantor Waiver Program, Landlord waives the right to require Resident to maintain a Guarantor, Self-Qualify, or the pay a Pre-Payment to satisfy the Income/Employment Requirements above. Residents who fail to maintain a Guarantor, Self-Qualify, or pay a Pre-Payment will automatically be enrolled in the Guarantor Waiver Program. Some important points regarding the Guarantor Waiver Program which Resident should understand are:

- A. The Guarantor Waiver will be charged to the Resident by Landlord as additional rent "Additional Rent" for each rental installment unless Resident satisfies the **Income/Employment Requirements** above using another method.
- B. The Guarantor Waiver totals **\$0.00**, payable in equal installments of **\$0.00**.
- C. The waiver does not constitute insurance. The Owner is not an insurance company or insurance producer. The Owner is merely waiving, in consideration of the specified Additional Rent, certain obligations of the Resident to Owner arising out of this Lease Agreement.
- D. The total Additional Fee is a fixed amount for the entire Term and is payable in installments for convenience only; there is no proration or adjustment for any partial installment during the Term.
- E. At any point within the Lease, Resident may adjust the method used to meet the **Income/Employment Requirements** above. If Resident meets one of the other qualification methods, any Additional Rent pertaining to the Guarantor Waiver Program that has yet to be charged will no longer be due by Resident once confirmed and approved by the Landlord.

Residence Requirements. Resident or Sponsor Guarantor must have a minimum of 1 year of good continuous rental or mortgage history.

Credit History. All applications are submitted to On-Site.com, a third-party rental applicant screening company. **All applications are evaluated based on a rental scoring system.** Rental scoring is based on real data and statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively because each application is scored statistically in exactly the same manner.

The rental scoring system will compare your application to On-Site's database, and by evaluating those statistics and real data in accordance with pre-established criteria set by Management, On-Site will recommend one of the following:

- **Accepted.** The applicant will be accepted with the standard deposits and fees.
- **Accepted with Conditions.** Depending on the community's policy, the applicant may be given the option to pay an additional security deposit.

