

SOCIAL MEDIA ADDENDUM

In consideration for Owner's leasing the Unit to each Applicant, the Applicant acknowledges and agrees to the terms in this Social Media Addendum. There is a growing trend in the commercial multifamily apartment leasing industry where tenants will post unjustified and defamatory reviews regarding an apartment complex in an attempt to negotiate lower rent payments, or otherwise seek concessions from a landlord. Such postings can cripple a business by creating a false impression in the eyes of consumers. The damages resulting from this false impression can include potentially millions of dollars in economic losses, and have permanent consequences that can unjustly destroy a business.

Each Applicant thereby agrees that in consideration for Owner's lease of the Unit to the Applicant, Applicant will refrain from directly or indirectly publishing or airing negative commentary regarding the Unit, Owner, the property, or the apartments, other than providing such commentary via a non-public venue to a licensed attorney providing legal advice, a government agency, in conjunction with a legal proceeding, or in a situation where Applicant's commentary is mandated by law. This means that Applicant shall not post negative commentary or reviews on Yelp!, Apartment Ratings, Facebook, or any other website or Internet-based publication or blog. Applicant agrees that Owner shall make the determination of whether such commentary is harmful in Owner's sole discretion, and Applicant agrees to abide by Owner' determination as to whether such commentary is harmful.

In the event that this Social Media Addendum is breached by any or all of the Applicants for any reason, the Applicants shall be jointly and severally liable to pay Owner liquidated damages representing a reasonable and good faith estimate of the actual damages for such breach. Owner and Applicants agree that, in the event of a breach, Owner's damages would be difficult to ascertain. Accordingly, Owner and each Applicant agrees that the amount of compensation due to Owner for any breach of this Social Media Addendum will be \$10,000.00 for the first such breach, and an additional \$5,000.00 for each subsequent breach. Owner and each Applicant further agree that these amounts are the result of a good faith effort to arrive at a reasonable forecast of Owner's probable actual damages as a result of a breach. In the event of breach, the Applicants will pay the liquidated damages owed to Owner within ten (10) business days of the breach.

Additionally, each Applicant hereby assigns and transfers to Owner any and all rights, including all rights of copyright as set forth in the United States Copyright Act, in any and all written or photographic works regarding the Owner, the Unit, the property, or the apartments. This means that if an Applicant creates an online posting on a website regarding the Owner, the Unit, the property, or the apartments, the Owner will have the right to notify the website to take down any such online posting pursuant to the Digital Millennium Copyright Act. You further guarantee and warrant that you will indemnify, make good and hold the Owner harmless from and against any and all loss, damage, cost, legal fees, recoveries, judgments, penalties and expenses which may be obtained against Owner by reason of your assignment to Owner.

Applicant
Signature/Date: _____

Applicant
Signature/Date: _____

Applicant
Signature/Date: _____

Applicant
Signature/Date: _____