

Apartment Rental Agreement

This Rental Agreement, made this ____ day of _____, 20____ is between **865 East, LLC**, as owner, hereinafter referred to as 'Landlord', 'us', 'we' or 'our', with office located at 865 Port Republic Road, Harrisonburg, VA 22801, (540-442-8885), and _____, jointly and severally, if more than one, hereinafter referred to as 'Tenant', 'you' or 'your', whether singular or plural. Landlord and Tenant shall endeavor to hold in confidence all terms and conditions of this Rental Agreement. Only the person(s) listed on this Rental Agreement may occupy Premises.

- 1. PREMISES AND TERM.** That in and for consideration of the rents and covenants herein, Landlord hereby leases Tenant the property described as Apartment _____, Bedroom _____, located at 865 East, The Residences & The Plaza in Harrisonburg, VA 22801, hereinafter referred to as 'Premises', along with an undivided interest in the areas designated as the 'Common Areas'.
- a. The 'Premises' is defined as:
 - i. Tenant's sole use of the bedroom and adjoining private bathroom in the designated apartment in the building;
 - ii. Tenant's sole use of the furniture within the bedroom; and Tenant's joint use of all appliances and furniture within the common areas of the apartment;
 - iii. Tenant's use of a mail box, if one has been assigned to Tenant. If the postmaster serving the apartment community has instituted or begins during this lease "single drop delivery," Landlord will place Tenant's mail in the mail box, but assume no liability for incorrect delivery, delays in delivery and/or failure of delivery; and
 - iv. Tenant's sole use of the parking space, if one has been assigned to Tenant.
 - b. The 'Common Areas' are defined as:
 - i. For the purposes of this lease, those areas within the apartment to which Tenant has access without going into another bedroom, and within the apartment community, those areas to which all residents have general access.

The term shall commence at 1PM on the ____ day of _____, 2014, and shall end at 10AM on the ____ day of July, 2015. Keys and move-in information may be obtained from Landlord during regular office hours after the Rental Agreement commences. Prior to Tenant's taking possession of Premises, Landlord may substitute similar premises of equal or greater rental value. The substitute premises must be in the same building or complex and the rent and all other terms of this Rental Agreement shall not be affected by the substitution.

Landlord agrees to furnish the following appliances for Tenant to use upon Premises: Stove/Oven, Microwave, Washer, Dryer, AC-Central, Electrical Heat, Refrigerator/Freezer, Dishwasher, Garbage Disposal. Additional Items Provided (if any): _____

- 2. RENTAL PAYMENTS.** Your Total Rent for the Term is \$_____ (plus incidental additional charges as identified in the Lease and applicable sales taxes). It is payable in equal installments of \$_____ (plus the incidental charges and applicable sales taxes). The payment schedule is as follows:
- a. \$_____ due on or before _____, 20____,
 - b. \$_____ in ____ monthly installments of \$_____ each, beginning on August 1, 2014.

Any amounts due under the terms of this Rental Agreement shall be considered rent, and amounts paid may be applied to the earliest charge incurred. Fees may apply for credit card transactions and any electronic payment. Cash will not be accepted. All payments are payable at Landlord's office (or at any such place as of which we have notified you in writing). Except as provided by law, Tenant has no right to withhold rent for any purpose or to reduce or offset rent payable to us by any of your costs or damages against us.

- 3. UTILITIES AND SERVICES.** Landlord shall provide the water/sewer as well as a dumpster for trash removal at Landlord's expense. Landlord shall also provide a basic cable television package and internet service at Landlord's expense (please see sections 29 & 30). Internet access and cable TV are provided as a courtesy and are not part of the rent amount. Tenant may contract for additional cable channels or telephone service through the appropriate provider at Tenant's own expense. Tenant agrees to pay all costs, including turn on charges, for all other utilities, city services, city fees, electricity and telephone service and such costs shall be paid directly to the utility company or authority providing such service. Each apartment has its own electric meter, bedrooms are not sub metered. **Tenant is responsible for contacting local utility companies to initiate services on or before the commencement date of this Rental Agreement.** Tenant agrees to maintain those services throughout the term of this Rental Agreement to avoid damage to the Premises. In the event Tenant fails to maintain utility services as described herein, Tenant agrees to pay Landlord any costs associated with having any or all utilities connected plus an administrative fee of \$40 per utility service per billing cycle that any or all utilities remain in Landlord's name. Tenant and Tenant's roommates will be solely responsible for coordinating whose name the utility is placed in and for reimbursing the designated roommate for a portion of the utility bills received. Utilities may be used only for normal household purposes and must not be wasted. Tenant must comply with all rules and regulations of the cable, telephone and internet access providers. Landlord will not be liable for any interruption, surge or failure of utility services provided by Landlord or any damage directly or indirectly caused by the interruption, surge or failure.
- 4. SECURITY DEPOSIT.** Tenant agrees to pay Landlord a security deposit of **\$250.00**, transfers upon execution of this Rental Agreement. Said security deposit may be applied solely by Landlord to the payment of accrued rent, to charges for late payments of rent as specified herein, to the payment of any damages which Landlord suffers by reason of Tenant's non-compliance with his duty to maintain Premises, and to any other damages as provided herein. Nothing in this section, however, entitles Tenant to an immediate credit against any delinquent rent. If Tenant complies with all provisions of this Rental Agreement, said deposit, or the balance thereof, shall be returned within 45 days after termination of the tenancy and delivery of possession. Landlord will issue one check made payable to all persons listed as "Tenant" on this Rental Agreement, and will mail the security deposit statement and refund, if applicable, to one address supplied by Tenant at termination of this Rental Agreement. In the event it becomes necessary for Landlord to replace the security deposit refund check, any stop payment cost incurred by Landlord and/or a \$50 administrative fee will be deducted from the refund. Landlord shall provide Tenant with a Move-In Premises Condition Report upon move-in. Within 48 hours after move-in, Tenant shall return completed move-in report and notify Landlord in writing of any defects or damages in Tenant's premises; otherwise, the premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and Tenant will be responsible for defects or damages that may have occurred before Tenant moved in. Except for what Tenant reports to Landlord as provided herein, Tenant accepts the premises, fixtures, appliances and furniture in their **"AS-IS" CONDITION, WITH ALL FAULTS. LANDLORD MAKES NO EXCEPTIONS AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.** At the termination of this Rental Agreement, regardless whether a new rental agreement is executed, if there is need for any cleaning, painting beyond normal wear and tear, repair of damage, or replacement of locks or keys, Landlord may have such work done and shall deduct the cost (including reasonable charge for overhead and supervision of said work by Landlord) from the deposit as part of Landlord's damages for non-compliance with this Rental Agreement. No deduction shall be made for damages that are listed on the Move-In Premises Condition Report or for normal wear and tear. **Tenant may request, with at least five (5) days written notice, to be present during the move-out inspection.** Acceptance of this deposit by Landlord does not constitute any waiver of damages that may exceed the amount of the deposit or any waiver of any other rights Landlord may have against Tenant by reason of Tenant's default. In the event damages suffered by Landlord by reason of Tenant's default exceed the amount of the deposit, Landlord shall be entitled to recover such damages from Tenant along with the costs of exercising these rights. Any disputes of Final Account Statements or Security Deposit Refunds must be submitted within 30 days of receipt of said statement.
- 5. AUTHORIZED OCCUPANTS.** In addition to the Tenant, only the following authorized occupants approved by Landlord, AND NO OTHERS may occupy the Premises: _____, herein referred to as "Occupant", whether singular or plural. Tenant shall be responsible for Occupant's, or

Occupant's guest(s)', actions and damages on or to Premises. Tenant shall notify Landlord, in writing, when an Occupant has vacated Premises. Occupants do not have rights and obligations as a Tenant under this Rental Agreement.

- 6. MULTIPLE RESIDENTS/ROOMMATES.** Each Tenant of an apartment is jointly and severally liable with the other Tenants of the apartment for all lease obligations relating to common areas and utilities; however, only you are liable for the lease obligations relating to your bedroom and the payment of your rent. You are not liable for any of your fellow tenants' obligations as to their bedrooms and their rent payable to us. If the apartment consists of more than one bedroom, Landlord shall have the right, when any bedroom within the apartment is unoccupied, to place a new resident in the unoccupied bedroom unless Tenant and/or all other residents in the apartment agree to pay us, as part of Tenant's respective rent, the fair market rent due for such unoccupied bedroom. If Tenant, or a guest of Tenant, should occupy a "vacant" bedroom, it will be considered a violation of Tenant's rental agreement and Tenant may be responsible for the rent payment for that unit. Landlord will not place roommates of a different gender together unless all roommates in the apartment agree to a co-ed apartment. **Landlord does not offer roommate "matching" services. If Tenant and Tenant's roommates have a conflict with one another, it shall not act as grounds to terminate this Rental Agreement.** If Landlord assists Tenant with finding a roommate and the roommate or potential roommate was not truthful on his/her roommate preference card, Landlord shall not be liable. However, that resident could be in default of their rental agreement.
- 7. FAILURE TO VIEW PROPERTY BY TENANT.** Tenant acknowledges that Tenant may view Premises prior to execution of this Rental Agreement (except for new construction). This Rental Agreement will not be terminated or voided as a result of Tenant's failure to view the Premises prior to lease signing.
- 8. RENEWAL.** This Rental Agreement will not automatically renew. However, a new rental agreement for an additional term may be executed subject to the availability of Premises, Landlord's approval, and revised terms and conditions.
- 9. LATE & RETURNED RENT PAYMENTS.** In the event Tenant's full rental payment is not received in the office of Landlord by 5:00 PM on the 3rd day of each month (regardless of whether it is a holiday or weekend), Tenant agrees to pay a late fee in the amount of \$30.00. Tenant agrees to pay an additional \$5.00 each day of delay beyond the 3rd day of each month until the day the amount is paid in full (not to exceed 15 days). Tenant agrees not to submit post-dated checks for payments due. Without prior agreement with Landlord, any check received by Landlord will be promptly deposited. Any penalties imposed by Tenant's bank will be Tenant's responsibility. For any check returned by the bank for any reason Tenant also agrees to pay a handling fee of \$50.00 or the maximum allowed by law in addition to interest, as allowed by law. Landlord reserves the right to require a cashier's check or money order in payment of rent. **Cash is not accepted for any payment.**
- 10. RELOCATION.** To the extent practical in Landlord's sole judgment, Landlord will try to honor a request for residing in a particular apartment or bedroom. If Tenant later request transfer to another bedroom in their apartment (or somewhere else in the building), Tenant must submit the required documentation and pay a transfer fee of \$80.00. Transfer at Tenant's request to another apartment or bedroom other than the one they initially occupied may be made only with Landlord's prior written approval and for a similar fee. Landlord does not guarantee any transfers shall be made or allowed.
- 11. PARKING AND VEHICLES.**
 - a. Tenant must complete an application for a parking permit and register Tenant's vehicle at Landlord's office to obtain such permit. The vehicle must be operational, properly licensed, operated regularly by Tenant, and registered in Tenant's or Tenant's parent's/guardian's name.
 - b. Tenant shall keep Landlord advised of the make, model, year, color, and license tag number of Tenant's car.
 - c. Tenant will be assigned a reserved parking space and may be used only by Tenant personally. Although adequate parking spaces are provided for normal parking requirements, there may be a shortage at certain times for major events. Tenants shall not park on the grass, in fire lanes or in any manner such as to obstruct the normal flow of traffic. Landlord reserves the right to have any vehicle violating the parking rules towed at the expense of the vehicle's owner and Landlord shall not be liable for any damage that may result from such towing.
 - d. Tenant's vehicle must display a valid parking permit (for 865 East, The Residences) clearly visible and attached to the vehicle's rearview mirror. Tenant is responsible for making sure that the permit is always in place and easily visible. Landlord will issue no more than one (1)**

parking permit to Tenant. If a parking permit is lost or stolen, Tenant shall pay to Landlord a \$35.00 charge to replace said permit.

- e. Tenant shall only park on the property where Tenant resides and shall not be parked on any other property owned by Landlord. Tenant's vehicle shall be properly positioned in a marked parking space.
- f. Neither Tenant or Tenant's roommates, respective guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas. Restricted areas are defined as, but not limited to: spaces designated for customers of commercial tenants of The Plaza at 865 East, lawn areas, areas blocking egress of other vehicles, easements to utility areas, etc.
- g. No motorcycles, mopeds, scooters, bicycles, etc. may be parked on walkways or in breezeways; they must be parked in a marked parking space. Bicycles may be stored in our indoor bicycle room.
- h. Recreational vehicles, trailers, watercraft, etc. shall not be allowed to remain on the grounds except for the temporary purpose of loading or unloading passengers or personal property.
- i. All guests, invitees, licensees or family MUST park in the spaces designated for guest parking, if provided. Landlord is not obligated to provide guest parking.
- j. A \$25 administrative fee may be charged for improper parking (even with a valid permit) and/or the vehicle may be towed, without additional warning, at vehicle owner's risk and expense. Parking privileges and permit may be revoked at any time for improper parking, exceeding 6 miles per hour when driving in any parking lot, or driving dangerously (in Landlord's opinion), or non-payment of any amount due;
- k. Tenant must comply with all parking rules and instructions imposed by Landlord. Landlord is not responsible for any damages that may occur to vehicles while on the property, including but not limited to, other vehicles, landscaping, building components, vandalism, outside vendors, acts of nature, or any other unlawful act.
- l. **Tenants shall not park in the parking spaces reserved for customers of the commercial businesses located in The Plaza at 865 East.**
- m. Landlord reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the property.
- n. All parking areas are monitored by a towing service of Landlord's choosing. Landlord is not responsible for any costs or damages caused by the towing service.
- o. There shall be no repairs made to vehicles on the grounds, other than changing a flat tire or jump-starting a dead battery. Any vehicles which are broken-down on the premises will be towed at Tenant's or his/her guest's expense.

12. USE AND RESTRICTIONS. Tenant, and any guest of Tenant, **shall not:**

- a. Smoke inside Premises or common areas or on balconies (please also see paragraphs 25 & 28 of this Rental Agreement);
- b. Keep or harbor any pet on Premises or bring any animal or pet upon Premises, except that service animals are permitted (see also paragraphs 25 & 28 of this Rental Agreement);
- c. Permit any unlawful activity to be conducted on Premises;
- d. Use or permit any apparatus or instruments for musical or other sound reproduction or transmission in such manner that the sounds are audible beyond the interior of Premises;
- e. Engage in any practice that encourages the infestation of Premises by rats, roaches, ants, flies, bedbugs, fleas or other vermin;
- f. Store or place belongings, furniture (except for acceptable lawn furniture), trash, or any personal articles on porches, balconies, or walkways, on or outside of Premises unless the Landlord approves of such placement in writing. Landlord may remove any belongings not approved to be stored there such as furniture, trash, or personal articles from porches, balconies, or walkways, without notice and at Tenant's expense. Colored bulbs or any other lights are not allowed on balcony unless specifically authorized by Owner. Smoking is not permitted on balconies;
- g. Place rugs or carpet remnants in front of doors, but Welcome mats in good repair are permitted;
- h. Store or place belongings within three feet of furnaces or hot water heaters;
- i. Use Premises for any purpose other than as a residential dwelling or allow any other person not herein authorized to establish residence on Premises;
- j. Have overnight guests for more than four (4) nights in any thirty (30) day period;

- k. Deliberately or negligently destroy or deface, damage, impair or remove any part of Premises; or display any signs or other displays of any type on Premises;
- l. Install any radio/television wires, antennae or satellite dishes on the exterior of the building;
- m. Store bikes on apartment landings or attach them to any railing of any part of the building. Improperly stored bikes may be removed without notice, at Tenant's expense;
- n. Make any noise within the Premises, in common areas adjacent to Premises, parking lots and when ascending or descending interior or exterior stairs, which noise is disruptive to other residents' peaceful enjoyment or to management. Landlord shall have the right to terminate this rental agreement if Tenant, or any of guests of Tenant, have been issued more than two (2) notices of violating Section 10-6-6 of the Harrisonburg City Code within a one (1) year period for violations occurring at your apartment or in the building containing your apartment, or on the grounds of 865 East;**
- o. Have a waterbed or any contained water source such as an aquarium, hot tub, pool or fountain on Premises, except with written permission from Landlord;
- p. Allow more than four (4) persons on any balcony area of Premises, or adjacent to Premises;
- q. Behave in a manner that is abusive or offensive to neighbors, Landlord, and/or employees or contractors of Landlord;
- r. Store or possess fireworks, pyrotechnics, or any flammable substance on Premises;
- s. Store or use any grill or hibachi on Premises as they are strictly prohibited on balconies/patios, decks, inside apartments or anywhere on 865 East Property. Please note, if found in violation, Tenant could be charged up to \$200.00 per violation by Landlord and may be cited by the local Fire Marshall. If any grill or hibachi is found on the property, it may be removed by Landlord without notice, at Tenant's expense;
- t. Remove or tamper with any smoke detector, sprinkler head, or any part of sprinkler system. Tenant shall not hang anything on sprinkler heads. Tenant shall not engage any fire alarm or fire extinguisher, except in the event of an emergency. **Breach of this provision may result in criminal charges, damages, civil penalties and attorneys' fees. Tenant shall be liable for an administrative fee of \$250.00 in addition to any damage caused by misuse of alarm, sprinkler and/or fire extinguisher, and shall immediately report any misuse of such device to Landlord.** Tenant agrees to replace the smoke detector batteries, if necessary, and to regularly test the smoke detectors. Tenant further agrees to notify Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke detectors or of the need to install, inspect or repair the smoke detectors. After taking occupancy of Premises, Tenant is responsible for keeping the smoke detector in working order;
- u. Turn on the air conditioning unit if outside temperature is less than seventy (70) degrees. If Tenant does so, he/she will be charged for any damages resulting from said use;
- v. Solicit or allow solicitation on the grounds, either by Tenant or outside solicitors, without the prior written permission Landlord;
- w. Throw anything over the edge of the rooftop, from a balcony, or out a window. If Tenant, or any guest of Tenant, violates this policy, Tenant shall be charged \$200.00 per violation;**
- x. Access the roof of any part of Premises (except for the "Rooftop Lounge"). Tenant shall be liable for any damage caused. Roof access is for repair and maintenance personnel only; and
- y. Remove any furniture or other property belonging to Landlord without prior written consent of Landlord.

13. TENANT'S DUTIES. Tenant shall:

- a. Comply with all obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety;
- b. Immediately notify Landlord of any violation or suspected violation of the housing code;
- c. Notify Landlord of any smoke detector malfunctions including, but not limited to, power failure;
- d. Notify Landlord in the event a fire extinguisher was engaged and needs to be replaced;
- e. Keep Premises in a clean and safe condition and immediately report any unsafe condition to Landlord;
- f. Remove from Premises all ashes, garbage, rubbish and other waste in a clean, safe, and timely manner and in compliance with applicable recycling requirements of Landlord or the City of Harrisonburg. Trash and garbage shall be placed "in" receptacles provided by Landlord. Tenant shall

not place trash or garbage on the side of the receptacle, patios, balconies, or in the common hallway by the apartment door. **Should Tenant fail to dispose of trash properly, Tenant will be charged up to \$200.00 per violation;**

- g. Keep all plumbing fixtures clean and provide and use a plunger for clearing toilet drains; Tenant agrees that should Landlord have to clear a toilet drain the charge will be \$50.00 during office hours and \$75.00 after office hours and on holidays and weekends, and should Landlord have to remove a toilet in order to unstop it, additional charges will result. Tenant also agrees that should Landlord have to unclog a garbage disposal and finds glass, bottle caps, silverware, plastic or any other unacceptable item in the disposal then Tenant will be charged \$25 per occurrence;
- h. Provide and install shower curtains and bath mats for all tubs and showers to prevent water damage. Any damages resulting from the improper installation or use of mats and shower curtains will be charged to Tenant;
- i. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Tenant shall be responsible for notifying Landlord of any maintenance concerns in a timely manner. Failure to do so could result in Tenant being responsible for any additional utility costs and/or damages resulting from the unreported problem;
- j. Promptly vacate Premises at the termination of the Rental Agreement, whether by expiration of the rental term or resulting by default of Tenant;
- k. Conduct oneself in a manner that will not disturb Tenant's neighbors' peaceful enjoyment, and require any person on Premises to conduct himself in a manner that will not disturb Tenant's neighbors' peaceful enjoyment (see also sections 25 & 28 of this Rental Agreement);
- l. Be responsible for the actions and damages caused by any invited or uninvited guests who may enter Landlord's property as a result of Tenant's hosting a party or gathering at the Premises;
- m. Abide by all reasonable rules and regulations issued by Landlord and ensure that Tenant's guests and Occupants also abide by said Rules and Regulations and the provisions of paragraph 12 above;
- n. Replace all reasonably accessible burned out light bulbs, including exterior light fixtures adjacent to Premises;
- o. Keep thermostat set above 55 degrees to prevent freezing of pipes. Tenant agrees to allow Landlord to turn heat up to 55 degrees if pipes are in danger of freezing. Tenant will pay to repair all pipes that burst due to Tenant's negligence, and any resulting damages;
- p. Provide Landlord with keys and/or instructions on how to operate any new burglary prevention or fire detection devices that have been installed by Tenant. Upon termination of tenancy, if required by Landlord, Tenant shall remove all such devices and repair all damages; and
- q. Remove snow and/or ice, as needed, in order to move vehicle from parking space, in the event Landlord does not do so.

14. QUIET ENJOYMENT. You agree to conduct yourself, and require other persons in your apartment with your consent, whether known by you or not, to conduct themselves in a manner that will not disturb others. We have the right to terminate this lease and evict you if you or any of your guests has, within a one (1) year period, been issued more than two (2) notices of violating Section 10-6-6 of the Harrisonburg City Code for violations occurring at your apartment or in the building containing your apartment, or on the grounds of 865 East.

15. MOLDS AND MILDEW. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep Premises clean, always use bathroom exhaust fans, and take other measures to retard and prevent mold and mildew from accumulating in Premises. Tenant agrees to (1) clean and dust Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible; (2) not to block or cover any of the heating, ventilation or air-conditioning ducts in Premises; (3) to immediately report to Landlord: (a) any evidence of a water leak or excessive moisture in Premises, as well as in any storage room, garage or other common area; (b) any evidence of mold-like or mildew-like growth that cannot be removed by applying a common household cleaner and wiping the area; (c) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in Premises; and (d) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to Premises and/or Tenant's property as well as injury to Tenant, or other persons, resulting from Tenant's failure to comply with the terms of this paragraph.

- 16. SUBLEASE.** Tenant shall have the right to find a subtenant and to sublease Premises upon written approval by Landlord and prepayment of a \$50.00 sublet fee. This fee shall be applicable to each person listed as "Tenant" who sublets to another person and for each occurrence. Subtenant shall be subject to Landlord's reasonable approval and may be required by Landlord to be the same gender and/or a student. All other persons listed as "Tenant" on this Rental Agreement must also approve any subtenant in writing. In the event that Tenant subleases Premises, Tenant and subtenant shall be jointly and severally responsible for all terms and conditions of this Rental Agreement. Any subleasing without Landlord's prior written approval shall be considered a material breach of this Rental Agreement and the sublet fee, in the event subtenant is approved, will be \$200.00 per person. In the event of a sublease, Landlord will not be responsible for inspecting, cleaning or painting the Premises prior to occupancy by a subtenant.
- 17. RE-RENTING PREMISES BY LANDLORD. There is no early termination clause in this Rental Agreement.** In the event that Landlord secures a new tenant to complete the term of this Rental Agreement or any part thereof, either because Tenant has so requested or because Tenant is in default, Tenant agrees to pay Landlord a re-renting fee equal to one month's rent, plus expenses incurred by Landlord for re-renting Premises. Such payments shall be in addition to other payments due or past due. If Tenant requests Landlord to secure a new tenant for Premises, or if Tenant defaults on this Rental Agreement, Tenant understands that Tenant remains liable for all responsibilities hereunder until such time said new tenancy commences. In the event Tenant elects to request Landlord to find a new tenant to complete the term of this Rental Agreement, the procedure, dates and details must be agreed upon by Landlord and by Tenant in writing before Landlord will advertise or show Premises and Tenant must pay a \$50 "listing fee" in advance. In any circumstance, Landlord does not guarantee that it can secure a new tenant. In the event a new tenant is not secured to complete the term of this Rental Agreement, Tenant will be entirely responsible for the Rental Agreement, including, but not limited to, all rent and utility fees, as well as expenses incurred by Landlord for attempting to re-rent Premises, including, but not limited to advertising costs and time spent presenting Premises to prospective new tenants.
- 18. EARLY TERMINATION BY MILITARY PERSONNEL.** If Tenant is, or becomes, a member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard, and it becomes necessary to terminate this Rental Agreement, Tenant may do so if Tenant meets all requirements and specifications in accordance with §55-248.21:1 of the Virginia Residential Landlord Tenant Act (VRLTA).
- 19. EXTENDED ABSENCE.** Tenant shall notify Landlord in writing of any absences of seven days or more from Premises and Tenant agrees to leave all utilities connected continuously through the term of this Rental Agreement plus 5 additional days as provided in paragraph 3.
- 20. VACATING.** Upon termination of the Rental Agreement Tenant shall vacate Premises and shall remove all trash and items of personal property and leave Premises in good and clean order and repair, normal wear and tear excepted. No right of storage beyond the end of the lease term is given by this Rental Agreement. In the event Tenant's property is not removed, Landlord may dispose of it without liability for damage or loss, in accordance with applicable Virginia law. Tenant shall pay for all costs of removal and/or disposal of such property. In the event Landlord elects to store property of Tenant, Tenant shall pay for all costs of removal and storage of such property. Tenant agrees to pay sixty-five dollars (\$65.00) for the cleaning of the carpet in the bedroom and towards the cleaning of the carpet in the Living room, this does not include vacuuming. If the condition of the Common Area requires additional cleaning then extra charges may apply. Tenant also agrees to pay Landlord for (1) painting and damages, less reasonable wear and tear; (2) steam-cleaning of any upholstered furniture provided by Landlord (if necessary); and (3) cleaning to restore the Premises to move-in condition. Resident will be charged for damage to carpet, walls, appliances, doors, furniture, etc. caused by abuse or misuse, ordinary wear and tear accepted. Small nails for hanging pictures are permitted but the holes must be repaired with a professional quality upon vacating the Premises. **Stick-up or glue-type hangers, mirror wall tiles or stick on words are not permitted.** Cleaning includes, but is not limited to, thorough removal of accumulation of dust or dirt in or on patios, balconies, floors, baseboards, doors, windows, blinds, ledges, cabinets, countertops, appliances, light fixtures, ceiling fans, mirrors, sinks, toilets, bathtubs and/or showers, etc.

- a. If, prior to moving out, Resident does not clean the items listed below and does not leave them in satisfactory working order, the following charges will be deducted from Resident's security deposit or owed to Landlord if Resident's security deposit is insufficient to cover the charges. Resident may be charged up to \$250 for the cleaning of their apartment. **If the Landlord incurs a higher cost for cleaning an item, Resident will be responsible for paying the higher cost.** Landlord reserves the right to charge for additional items not listed.
- b. If any items are missing or damaged to the point that they must be replaced when Resident moves out, Resident will be charged for the current cost of the item, plus labor and overhead. A representative list of replacement charges is provided below, these are average prices. If Landlord incurs a higher cost for replacing an item, Resident will be responsible for paying the higher cost. Please note that this is not an all-inclusive list. Resident can be charged for the replacement of items that are not on the list.

Change Mailbox Lock, \$45	Mailbox Key, \$20	
Bedframe, \$160	Mattress, \$185	4-Drawer Dresser, \$300
Nightstand, \$100	Desk, \$170	Desk Hutch, \$135
Desk Chair, \$85	Desk Lamp, \$80	Table/Bedside Lamp, \$100
Standing Lamp, \$125	Sofa, \$485	Loveseat, \$400
Armchair, \$300	Bar Stool, \$95	Entertainment Center, \$185
Window Glass, \$70	Window Blinds, \$20-\$60	Window Screens, \$50
Light Fixture, \$70	Light Bulbs, \$2-\$10 ea	Ceiling Fan, \$600
Fire Extinguisher, \$30	Crisper Cover, \$35	Countertops, \$270
Disposal, \$105	Refrigerator Shelves, \$50	Mirrors, \$80
Door Jambs, \$60	Interior Door, \$145	Exterior Door, \$245
Patio Glass Door, \$200-\$400	Cable Box, \$80	Cable Remote/ Cords, \$30 ea

If employees of Landlord paint, and/or make repairs to the Premises upon termination of this Rental Agreement (including but not limited to extermination, removing trash and/or abandoned items/furniture, replacement of smoke detectors, batteries, and light bulbs), the rate shall be \$40 per hour for labor, plus the cost of materials, and overhead of 20% of labor and materials. A minimum charge of one hour for labor shall be assessed on all repairs. If a subcontractor of Landlord paints, and/or make such repairs to the Premises, the charge will be the amount invoiced, plus 20% overhead. "Reasonable wear and tear" is any damage or deterioration that naturally occurs over the useful life of the item but was not caused by excessive or unreasonable use and treatment. Reasonable wear and tear does not include damage caused by Tenant's negligence, misuse, failure to maintain and clean Premises, or abuse of Premises. Examples of damages beyond reasonable include, but are not limited to, dirt, stains, tears, tape, or nail holes on walls. Failure to clean upon moving out is NOT reasonable wear and tear. Tenant agrees to leave all utilities that are in Tenant's name connected from the commencement day of this Rental Agreement until through the termination date, or to pay Landlord any costs associated with having any or all utilities reconnected plus an administrative fee of \$40 per utility.

- 21. ABANDONMENT.** Abandonment of Premises (whether or not the keys are returned and accepted by Landlord) will entitle Landlord to immediate possession and the option to terminate this Rental Agreement, and/or authorization to find a new tenant, and remove any remaining personal effects therein and dispose of the same in a manner consistent with Virginia law.
- 22. LOCKS/KEYS.** If Tenant loses any key to any lock on Premises, or fails to return all keys, with each key labeled, to Landlord at the termination of this Rental Agreement, Tenant agrees to pay a minimum of \$100.00 to reprogram locks and \$35.00 per key fob to replace the lost/missing key fob(s). Tenant agrees that there will be a \$5.00 fee for borrowing a key in the event of a lock out during office hours. After office-hours, the fee for on-call staff to unlock the door for you is \$40.00. Landlord does not guarantee that someone will be available to unlock the door for you after hours. Tenant shall keep keys for all locks for Premises with him/her at all times to ensure re-entry into Premises in the event Landlord accesses Premises as permitted in paragraph 25 of this Rental Agreement as Landlord will lock doors upon leaving. In the event that Tenant damages any lock or door, Tenant shall be responsible for all costs incurred to replace or repair the damaged lock or door.

23. ALTERATIONS. Tenant agrees to make no alterations, installations, repairs or redecorations of any kind to Premises without the prior written consent of Landlord. Any alterations, redecorations, repairs, additions or improvements shall inure to the benefit of, and become the property of Landlord. Landlord shall not be responsible for installing, maintaining, or repairing telephone lines. If Tenant installs curtains, they must show white or off-white when visible from the exterior, and Tenant shall remove such curtains at the end of the rental term and shall repair any damage. If blinds are installed, they must remain on the Property at the end of the rental term. Landlord or others may from time to time make improvements, changes, or additions, (including the construction of new living units) to Premises or on the property of the Premises, or on property adjoining Premises. Such work shall not modify the terms or conditions of this Rental Agreement nor be considered a breach of Tenant's quiet enjoyment.

24. REPAIRS.

- a. Tenant agrees to pay the reasonable costs of repairs or maintenance tasks necessitated by the deliberate or negligent acts or omissions of Tenant, Occupants, or guests of Tenant, unknown parties, or vandals. Said repairs or maintenance tasks shall be arranged by Landlord unless Landlord gives written permission for Tenant to accomplish the repairs or tasks. If employees of Landlord make repairs (including but not limited to extermination, cleaning, removing trash, replacement of smoke detectors, batteries, light bulbs and painting) to Premises during the term of this Rental Agreement or upon termination of this Rental Agreement, the rate shall be \$40 per hour for labor, plus the cost of materials, plus overhead of 20% of labor and materials. After normal business hours or on weekends and holidays labor shall be charged at a rate of \$60.00 per hour. A minimum charge of one hour for labor shall be assessed on all repair charges. If a subcontractor of Landlord makes such repairs to the Premises, the charge will be the amount invoiced, plus 20% overhead.
- b. Landlord may require Tenant to prepay or, if Landlord elects, Tenant agrees to repay Landlord, within 10 days of receipt of invoice, for the cost of all repairs made necessary by Tenant, Tenant's guests, or any other person's violation of this rental agreement or the negligent or careless use of the premises or any part of the apartment community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damages from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by Tenant or Tenant's guests (this includes damages that may have been caused to the apartment by other residents of the apartment if Landlord cannot determine who caused said damage). If there are damages in a common area of the building, all residents having direct access to said area (i.e., the residents of bedrooms opening into a common area or the apartments opening into a common area and hallway) shall share the cost of replacement or repairs in equal amounts. "Common areas of the building" shall include, but not be limited to, the rooftop, tanning center, game room, computer lab, lobby, and fitness center. If Tenant prepays, any over-payment will be applied against any amount that Tenant owes Landlord, and the remainder will be returned to Tenant; if Tenant's prepayment was less than the cost incurred by Landlord, Tenant will pay Landlord that amount within 10 days after receipt of an invoice. Tenant's obligations to pay the charges described in this paragraph will survive after the ending of this rental agreement.
- c. Landlord may temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment.

25. DEFAULT.

- a. *NON-PAYMENT.* If rent or any payment required to be made under this Rental Agreement is unpaid when due, and Tenant fails to make such payment or to pay such rent within five days after written notice is served on Tenant notifying Tenant of the non-payment and of Landlord's intention to terminate this Rental Agreement if the rent or other payment is not paid within the five day period, Landlord may terminate this Rental Agreement and proceed to obtain possession of Premises as provided by law. In the event the rental payment is not received by the 10th day of the month and Landlord files a warrant or summons for collection, Tenant agrees to pay Landlord a processing fee of \$75.00, in addition to court costs and any other amounts owed under this Rental Agreement.
- b. *MATERIAL NON-COMPLIANCE.* Except as otherwise provided by law, if there is a material non-compliance by Tenant with any term of this Rental Agreement, Landlord may serve a written notice on Tenant specifying the acts and omissions constituting the breach and stating that if after receipt of the notice the breach is not remedied within twenty-one (21) days, this Rental Agreement shall terminate

as provided in the notice. If the breach is remediable by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, this Rental Agreement shall not terminate. If the breach is one by its nature not remediable, for example, a breach of Tenant's duty to refrain from disturbing his neighbors, sub-leasing without written permission from Landlord or Tenant's smoking in Premises, this Rental Agreement shall terminate upon the date specified in the notice. Tenant agrees to pay liquidated damages in the amount of \$200.00 per occurrence, if Tenant or guest of Tenant is in violation of the non-smoking, no pet or noise policies (\$200.00 per day for violating the No Pet Policy). Tenant agrees that any violation of paragraphs 12 or 13 shall be considered a material violation of this agreement.

- c. **FELONY & MISDEMEANOR CONVICTIONS.** If Tenant is convicted of a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law, it shall constitute a non-remedial breach of this Rental Agreement;
- d. **ILLEGAL SUBSTANCES.** Any illegal substance or related paraphernalia are found in/on the premises (whether or not Landlord can establish possession) shall constitute a non-remedial breach of this Rental Agreement;
- e. **REPRESENTATIONS IN RENTAL APPLICATION.** This Rental Agreement was entered into based upon the representations of Tenant and Guarantor contained in the Rental Application(s) and/or Roommate Preference card. If any of those representations are found to be misleading, incorrect or untrue, Landlord may immediately terminate this Rental Agreement and notify Tenant to vacate the Premises.
- f. **VIOLATION OF PARAGRAPH 12 OR 13 AFFECTING HEALTH AND SAFETY.** If Tenant violates paragraph 12 or 13 of this Rental Agreement or any other provision of this Rental Agreement materially affecting health and safety and the violation can be remedied by repair, replacement of a damaged item or cleaning, and Tenant fails to comply as promptly as conditions require in case of emergency or within fourteen (14) days of written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter Premises and cause the work to be done in a workman-like manner and submit an itemized bill for actual and reasonable cost or the fair and reasonable value thereof as rent due on the next date when periodic rent is due, or if this Rental Agreement has terminated, due immediately.
- g. **NON-WAIVER.** Acceptance of periodic or partial rent payments with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms of this Rental Agreement or rules or regulations subsequently adopted by Landlord shall not constitute waiver of Landlord's rights after the breach has occurred.
- h. **LANDLORD'S REMEDIES AFTER TERMINATION.** If this Rental Agreement is terminated by Landlord, Landlord shall have a claim for possession and for rent and a separate claim for actual damages for breach of this Rental Agreement and reasonable attorney's fees as provided by law. Actual damages for breach of the Rental Agreement shall include a claim for such rent as would have accrued until the expiration of the term of this Rental Agreement or until a tenancy pursuant to a new rental agreement commences; whichever first occurs. Actual damages also include a collection fee that is equal to 20% of the past due balance and interest at 18% on the unpaid balance until paid in full.
- i. **FAILURE TO VACATE AT END OF RENTAL AGREEMENT.** If Tenant fails to vacate Premises, or deliver possession of entire Premises, on or before the termination date and time of this Rental Agreement, Tenant agrees to pay Landlord \$100.00 per bedroom per day, or portion of day, as liquidated damages, in addition to the daily pro-rated rent.
- j. **LANDLORD'S REMEDIES IN GENERAL.** The Landlord may recover damages and obtain injunctive relief for any non-compliance by the Tenant with this Rental Agreement. The Landlord shall be entitled to recover reasonable attorney's fees as provided in the Virginia Residential Landlord and Tenant Act.
- k. **E-MAIL NOTICE.** A notice given to Tenant by Landlord through a Tenant-provided E-mail address shall constitute proper notice.

26. VENUE. Landlord and Tenant agree that the exclusive venue for resolution of any and all disputes arising under this Rental Agreement shall be in the courts of the City of Harrisonburg, Virginia or the County of Rockingham, Virginia.

27. ACCESS. Landlord shall have the right to enter Premises in order to inspect Premises, to make necessary or requested repairs, decorations, alterations or improvements to Premises or to adjacent premises, supply necessary or agreed services, exhibit Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors, or in case of emergency. Except in case of emergency or if it is impractical to do so, Landlord shall enter only at reasonable times and shall give Tenant reasonable notice of intent to enter.

28. RULES AND REGULATIONS. Tenant agrees that the Rules and Regulations of 865 East (including no smoking and no pets by Tenant or guests) are incorporated herein by reference, and any additional reasonable rules and regulations subsequently adopted by Landlord of which Tenant receives reasonable notice, shall be a part of this Rental Agreement. Tenant further agrees that any failure by Tenant or failure by others on Premises with the consent or knowledge of Tenant, to fully abide by Rules and Regulations may be deemed by Landlord as a default by Tenant and breach of this Rental Agreement. Additional rules and regulations apply as follows:

- a. **Fitness Center and Recreation/Game Room(s)** – Neither the Owner nor its agent is responsible or liable for any loss, damage nor injury tenant might sustain as a result of their use of the Fitness Center. Tenant agrees that the use of the Fitness Center is at their own risk and they assume responsibility for any personal injuries, which may result from such use. Tenant agrees to indemnify and hold harmless the Owner and its agent from and against any and all claims or demands, cost or expenses arising out of or in any way related to the use of the Fitness Center, including, but not necessarily limited to, any of Tenant's use of the Fitness Center. Tenant hereby represent to the Owner and its agent that (1) they will only use the equipment in the Fitness Center which they are capable of using and understand how to use safely, (2) Tenant does not have any health problems which would restrict their ability to use the Fitness Center; and (3) whether or not any health problems exists, Tenant is using the Fitness Center at their own risk and discretion. Tenant agrees to the following:
 - i. This facility is for the use of Tenants and their guests or invitees. Guests and invitees must be accompanied by Tenant. Persons under age 14 must have adult supervision.
 - ii. Tenants are reminded to keep their bodies clear of weights and other moving parts when using fitness equipment.
 - iii. Tenant shall not use equipment if he/she is taking any medication that causes drowsiness.
 - iv. Tenants shall not make repairs on fitness equipment. Tenant shall immediately report any problem to Landlord.
 - v. Tenant shall use the equipment only in the manner intended by the manufacturer. Improper use of equipment may cause serious injury or death.
 - vi. Tenant is requested to not use, adjust or operate fitness equipment beyond their physical limitations.
 - vii. Tenants are requested to report vandalism and unauthorized users immediately to Landlord. Vandals will be prosecuted.
 - viii. Only water in plastic containers with lids may be consumed in the fitness center. Other food and beverages are not allowed in the fitness center or near equipment (pool table, foosball table, etc) in the recreation room. No alcoholic drinks are allowed in the fitness center at any time. No glass is permitted and no kegs are permitted in the Game Room at any time.
 - ix. Tenants are responsible for cleaning up any area where they have left a mess and are required to wipe down all equipment after usage with the provided sanitation wipes. Tenant shall discard trash and remove personal items after each use of the Fitness Center.
 - x. For safety reasons, personal bags and belongings are not to be kept in the Fitness Center.
 - xi. Tenants are not authorized to remove equipment or furniture from the fitness room, recreation rooms, or other common areas.
 - xii. Only the use of I-pods, MP3 players, and similar devices are permitted with the use of headphones.
 - xiii. Proper athletic attire must be worn at all times. Tennis shoes must be worn at all times. Absolutely no sandals, open toes or open-backed shoes are permitted. No midriff tops, jeans, or jean shorts permitted.
 - xiv. Tenant understands that any instructors in the fitness center are independent contractors and neither they nor Landlord are to be relied upon for Tenant's health or safety. Tenant, by his/her use of the fitness center, represents to Landlord that (1) Tenant will only use the

equipment in the fitness center which Tenant is capable of using and understands how to use safely, (2) Tenant does not have any health problems which would restrict Tenant's ability to use the fitness center; and (3) whether or not any health problem exists, Tenant is using the fitness center at their own risk and discretion.

- xv. **Weight Area Etiquette:** (1) Use of chalk is not permitted (2) Other residents should be allowed to "work in" between sets (3) Return weights to the rack (4) Weights may NOT be set up against the wall or mirror, benches or other equipment (5) Weights or dumbbells may not be dropped on the floor or benches.
 - xvi. **Cardiovascular Area Etiquette:** (1) During busy times or whenever someone is waiting for a machine, observe the 30-minute time limit on all cardiovascular equipment (2) Wipe down all equipment after each use (3) Report damaged equipment immediately to the Leasing Office (4) Report any unsafe exercise conditions immediately to the Leasing Office (5) Report any injuries immediately to the Leasing Office and seek immediate medical attention.
 - xvii. Landlord will not be held responsible for any personal injury and or punitive damages as a result of fitness equipment use, application or negligence. 865 East is not responsible for lost, stolen, or broken personal items.
 - xviii. Tenant may have 24 hour accessibility to these facilities. However, Landlord reserves the right to change hours of operation when it, in its sole discretion, deems appropriate as the result of abuse or vandalism of the equipment or fitness room.
 - xix. Tenant's failure to comply with these instructions may result in loss of privileges to use fitness equipment. Landlord reserves the right to refuse the usage of the Fitness Center to anyone who is in direct violation of any rule or regulation, or engages in any verbal and/or physical abuse to the 865 East staff or residents.
- b. **Computer Lounge.**
- i. The computer lounge is for the use of Tenants only.
 - ii. Tenants are not permitted to remove any items from the computer lounge such as equipment, software, accessories, furniture, etc.
 - iii. No food or drinks allowed. Tenant shall not place drinks or food close to equipment. No glass containers are permitted.
 - iv. Tenant is responsible for cleaning up any area where they have left a mess.
 - v. Tenants are responsible for supplying their own paper for printing.
 - vi. Tenants are not authorized to adjust or alter any of the software or programs set up in the computer systems. Tenants shall not download any additional applications or install programs.
 - vii. Tenants are not authorized to make any repairs on computers, printers, copiers or fax equipment. Problems must be immediately reported to Landlord.
 - viii. Tenant may have 24 hour accessibility to this facility. However, Landlord reserves the right to change hours of operation when it, solely, deems appropriate.
- c. **Tanning Center** – Tenant is not aware of any medical condition or other reason that would prohibit them from tanning. Tenant understands the risks involved in tanning and they will do so at their own risk. Tenant also agrees to abide by the instructions and warnings set forth below:
- i. Tanning facilities are for Tenants only.
 - ii. Tanning hours are available in the office and are subject to change at sole discretion of Landlord. Tenant must arrange for a time to use the tanning center with Landlord.
 - iii. Tenant understands that they will not be allowed to exceed the maximum allowable time posted on the tanning device.
 - iv. If Tenant does not develop a tan outdoors, Tenant understands that they are unlikely to tan from the use of any tanning device.
 - v. Tenant agrees to avoid overexposure and shall not use the tanning center more than once per 24-hour period. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions. Repeated overexposure may cause photo aging of the skin, dryness, wrinkling, and in some instances, skin cancer. We recommend that Tenant not tan outdoors on days when they will be tanning indoors as ultraviolet radiation from sunlamps enhances the effects of the sun. Tenant should not tan if they currently have a sun burn.

- vi. Tenant should not tan if they have had any problems with indoor or outdoor tanning in the past.
 - vii. Always wear protective eyewear. Failure to wear protective eyewear may result in severe burns or long-term injuries to the eyes. Tenant shall provide his/her own eye wear.
 - viii. Anyone with a communicable disease capable of infecting others is prohibited from using the tanning center.
 - ix. No glass containers. Keep all breakable objects out of the tanning area.
 - x. No food or drink allowed.
 - xi. Landlord recommends that Tenant consult a physician or pharmacist before using a sunlamp if Tenant is using prescription or non-prescription medications, has a history of skin problems, or believes that they may be especially sensitive to sunlight. Certain medications, lotions, and other products may cause the skin to be more sensitive to UV Rays. Pregnant women and women on birth control pills who use a tanning device may develop discolored skin. Skin sensitivity varies from person to person.
 - xii. Tenant agrees to review the signs posted in the tanning facility, which contain warnings.
 - xiii. Tenant agrees to indemnify and hold harmless the Owner and its Agent from and against any and all claims or demands, cost or expenses arising out of or in any way related to Tenant's use of the tanning center.
- d. **Rooftop Terrace/Lounge.**
- i. The capacity of persons on the roof shall not exceed the limit established by the Fire Marshall, and Landlord reserves the right to prohibit Tenants from entering the rooftop area to enforce compliance.
 - ii. An adult must accompany children under the age of 14 at all times on the rooftop.
 - iii. No glass is permitted on the rooftop and no kegs are permitted on the rooftop at any time.
 - iv. Resident shall not drop anything over the edge of the building.
 - v. No one shall be allowed on the roof between the hours of midnight and 8 a.m. on Sunday through Thursday or after 2AM on Friday nights/Saturday morning and Saturday night/Sunday morning. Hours are subject to change.
 - vi. Landlord and staff enjoy wide discretion when enforcing "Zero Tolerance" regarding disruptive behavior. All persons deemed to have been involved in any form of confrontation in any kind of capacity shall be immediately removed from the rooftop and/or indefinitely barred from the rooftop.
 - vii. The Rooftop Lounge may be reserved for private functions by the Owner/Landlord and Tenants. Tenants are responsible for following all guidelines as established by Landlord for private functions. A security deposit and rental fees may apply.
- e. **Elevator.**
- i. Do not overload an elevator. The weight load of each elevator is clearly posted inside the cab. Elevators should never be overloaded. Tenants and guests should always be aware of potential overloading and should step out if they find themselves in a tightly packed elevator.
 - ii. Do not try to leave a moving elevator.
 - iii. Do not attempt to force the elevator doors to open as doing so can cause injury to persons and/or damage to the elevator.
 - iv. In an emergency, call for help. Every elevator is equipped with an emergency phone. If Tenant and/or guests find themselves stranded in an elevator, use the emergency phone to call for help. Follow only the instructions from elevator dispatch personnel, safety officials, or fireman in an emergency situation. Never try to climb out of a stranded elevator.
 - v. In case of fire, do not use an elevator. A fire alarm will disconnect power from the elevator.
 - vi. Watch your step getting on and off an elevator. Make sure the elevator car is level with the floor. The most common elevator related injuries are caused by tripping when entering or leaving an elevator or being hit by closing doors.
 - vii. Do not interfere with opening or closing doors. If the doors are closing, let them. Tenant should never use his/her hand to stop a closing door. Wait for the next elevator.
- f. **Trash Chutes.**
- i. Tenant must tie or seal the openings on garbage bags when using the chute.

- ii. Tenant shall not use bags any larger than the tall white kitchen size (large black trash bags and/or green lawn-leaf bags are not permitted).
- iii. Tenant shall put any opened trash that may leak or splatter inside a plastic bag and seal the bag.
- iv. Tenant shall not throw any boxes, folded or not, down the trash chute, as they open up and jam the chute. Pizza boxes and other boxes larger than a shoe box may jam the chute.
- v. Tenant shall not overfill the chute as doing so may jam the chute.
- vi. Tenant shall arrange for the disposal of bulky trash, discarded furniture, mattresses, large pieces of carpeting or wood, or any other item that is not considered normal trash.
- vii. Tenant shall not dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. Landlord shall be empowered to levy a severe charge (which may be \$500 or more) against a Tenant who has been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint, etc. No motor oil, flammable, or chemical waste is to be deposited in the trash chute.
- viii. Tenant shall not throw opened trash bags down the chute as it allows the garbage to splatter in and around the dumpster in the trash rooms and this attracts bugs and rodents. A chute jam prevents other Tenants from utilizing the trash chute. Tenant acknowledges and understands that if he/she is found to be responsible for placing any prohibited items in the trash chute, Tenant shall be charged a \$50 fee per offense.

g. Party Policy.

- i. Definition of a party: Eight (8) or more guests in an apartment.
- ii. Parties must be registered with Landlord. If not, the party may be shut down.
- iii. Maximum number of guests at a party is 24. If maximum number is exceeded, the party will be shut down.
- iv. Open parties are not allowed. Guests must be invited. Flyer-type announcements or open internet announcements (such as Facebook Events) are not permissible.
- v. Illegally parked vehicles will be towed without warning. Advise guests to abide by parking rules or to park off-site.

29. TELEVISION SERVICE. Landlord shall provide cable TV (extended basic service) for the Premises at no cost to Tenant. Landlord shall have the absolute right to lease the interior television cable wiring, where Landlord has installed wiring, to any television service provider that Landlord selects. If Landlord installs a central television satellite dish or antenna system, Tenant agrees to use it rather than any other service that may be available. Tenant shall pay for upgraded cable service if Tenant chooses to subscribe.

30. INTERNET SERVICE. Landlord shall provide internet access for the Premises at no cost to Tenant. At locations where Landlord provides internet service, the service provider is to be selected by Landlord. Tenant acknowledges that no warranty is made by Landlord or any internet provider contracted by Landlord (hereafter referred to as "Provider") regarding any information, service, or product provided through, in connection with, or located on the computers of Provider. Landlord hereby expressly disclaims any and all warranties. The entire risk as to the results and the performance is assumed by the Tenant, and in no event will Landlord or Provider be liable for any consequential, incidental, direct or indirect damages suffered in the course of using this connection. Neither Landlord or Provider will be liable for, including without limitation, damages caused or allegedly caused by failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of or use of records, whether for breach of contract, negligence, or under any other cause of action. Tenant is responsible for updating the virus protection programs on his/her personal computer with the most current definitions, as well as performing regular virus scans. Tenant is also responsible for installing the most current critical updates for his/her operating system. Tenant is not permitted to use the internet connection for any purposes that violate U.S. or state laws. It is also not acceptable to use this connection to interfere with or disrupt network users, service or equipment. Such interference includes, but is not limited to: distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to other computational, information or communications devices or resources. Any Tenant discovered using this connection for such unacceptable purposes may have his/her access to the connection terminated without notice, and Tenant shall be responsible for all costs incurred by Landlord or Provider because of

such unacceptable uses. Landlord shall have the absolute right to lease or sell any internet cable and/or television cable and/or telephone cable, where it has been or is installed by Landlord, to any service provider of Landlord's choice.

31. LIABILITY INSURANCE.

- a. Tenant is required to purchase and maintain personal liability insurance covering Tenant and Tenant's guests for damage caused to third parties. Coverage must be maintained for the duration of the lease and during renewal periods. Landlord retains the right to hold Tenant responsible for any loss in excess of Tenant's insurance coverage.
- b. Tenant may select the insurance carrier of their own choosing that is licensed to do business in this state. Coverage extended under a home-owner's policy is acceptable.
- c. Tenant is responsible for providing Landlord with proof of insurance prior to taking residence. This proof must be submitted in writing. A copy of the Declaration is considered adequate proof.
- d. Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss, or damage to Tenant's personal property or belongings, or to cover Tenant's own liability for injury, loss, or damage caused by Tenant or guests of Tenant.

32. FIRE OR CASUALTY DAMAGE. If Premises is damaged or destroyed by fire or casualty to an extent that Tenant's enjoyment of Premises is substantially impaired or that required repairs can only be accomplished if Tenant vacates Premises, either Tenant or Landlord may terminate this Rental Agreement. Tenant may terminate this Rental Agreement by vacating Premises and within 14 days thereafter, serving Landlord a written notice of his intention to terminate, in which case this Rental Agreement will terminate as of the date of vacating. If continued occupancy is lawful there shall be a reasonable rent reduction for such time until Premises is restored to the condition prior to fire or casualty; and, in case of such deprivation of possession, Tenant shall be allowed a like reduction until possession of Premises is restored to Tenant. Landlord may terminate this Rental Agreement by giving Tenant 45 days' notice of intention to terminate based upon Landlord's determination that such damage requires the removal of Tenant and use of Premises is substantially impaired, in which case this Rental Agreement will terminate as of the expiration of the notice period. If this Rental Agreement is terminated, Landlord shall return all security deposits in accordance with paragraph 4 and paragraph 20 of this Rental Agreement and prepaid rent, plus accrued interest recoverable by law, unless Landlord reasonably believes that Tenant, or Tenant's guests were the cause of the damage or casualty, in which case Landlord shall account to Tenant for the security deposit and prepaid rent, plus accrued interest based upon the damage or casualty. Accounting for rent in the event of termination or apportionment shall be made as of the date of the casualty.

33. NON-LIABILITY OF LANDLORD. Landlord shall not be liable for any injury or damage to persons or property either caused by or resulting from falling plaster or drywall, dampness, overflow or leakage upon or into the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of electronically locking doors, video cameras, pipes, plumbing fixtures, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause unless any such injury or damage is the result of willful misconduct or gross negligence of Landlord. Tenant shall give prompt notice to Landlord of any of the foregoing occurrences, however caused. In addition, Landlord is not responsible for theft of Tenant's personal property or any other criminal acts by known or unknown third parties on or near Premises. It shall be the responsibility of Tenant to obtain insurance to cover loss or damage to personal property. A breach by any other tenant of any term of that tenant's rental agreement shall not constitute a breach by Landlord of any obligation to Tenant hereunder. Tenant hereby releases Landlord from any liability resulting from the acts of third persons who are not agents of 865 East, LLC, or from other tenants. There shall be no rent reductions, compensation to Tenant, or cause for termination of this Rental Agreement because of interruptions of any utilities or services or the failure of any appliance to function properly or because of any inconvenience arising from such interruption or failure to function properly where Landlord has been notified of any such interruption, malfunction, or failure of the above services by Tenant and has made reasonable efforts to repair. **Tenant understands that any and all of the community's recreation facilities and/or amenities are gratuitously supplied for Tenant and Tenant's guest's use, and at the user's sole risk.**

34. SECURITY AWARENESS: Tenant and Occupant acknowledge that security systems are subject to failure from malfunction, tampering, power outages, human error or other causes, and agree that they shall not rely on such systems as protection against crime, injury or damage. Landlord specifically disclaims any express or implied warranty of any security systems provided by Landlord. Tenant and Occupant

acknowledge that he or she is responsible for his or her own personal safety and agrees to take appropriate safety measures to protect him or herself. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and may discontinue any such items provided at any time without notice.

- 35. GUARANTY/CONDITIONAL APPROVAL. THE PARENTAL OR SPONSOR'S GUARANTY PROVIDED TO YOU MUST BE SIGNED AND RETURNED TO THE LEASING OFFICE WITHIN 14 DAYS AFTER THE DATE OF THIS LEASE. AT OUR OPTION THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF THE PARENTAL OR SPONSOR'S GUARANTY IS NOT SIGNED AND RETURNED TO THE LEASING OFFICE. IF YOUR APPROVAL WAS CONDITIONED UPON PROVIDING PROOF OF ENROLLMENT, SUCH PROOF MUST BE SUBMITTED WITHIN 14 DAYS OF THE COMMENCEMENT DATE OF THIS LEASE. FAILURE TO PROVIDE SUCH PROOF MAY, AT OUR OPTION, AND IN OUR SOLE DISCRETION, RESULT IN THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES BEING TERMINATED. THEREFORE, IF A GUARANTY AGREEMENT IS NOT OBTAINED, IT WILL NOT VOID THE LEASE CONTRACT. EXECUTION OF THE GUARANTY CONSTITUTES ADDITIONAL INSURANCE TO LANDLORD OF THE PERFORMANCE OF THE COVENANTS OF THIS LEASE AND SHALL NOT BE CONSTRUED AS A RELEASE OF RESIDENT'S RESPONSIBILITIES AND OBLIGATIONS HEREUNDER.**
- 36. COMPLIANCE WITH LAWS.** Tenant agrees to comply with any and all laws, statutes, ordinances, rules and regulations—federal, state, or municipal—now or hereafter in force, applicable to the use and occupancy of the premises. Tenant acknowledges that he/she has received notice that rules and regulations (including parking regulations) are in place for the apartment community and Tenant agrees to abide by these rules and regulations. Tenant's failure or the failure of others, whose presence at the apartment community is by Tenant's invitation, to comply may be deemed a breach of this lease.
- 37. WAIVER OF RIGHT TO JURY TRIAL.** Both Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counter-claim brought by either party against the other arising out of this Rental Agreement, the relationship of Landlord and Tenant, Tenant's use or occupancy of Premises, and/or any injury or damage on or about Premises.
- 38. ENTIRE AGREEMENT.** This Rental Agreement constitutes the final and entire agreement among the parties and they shall not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Except as provided herein, this Rental Agreement cannot be modified except by written agreement signed by both Landlord and Tenant.
- 39. APPLICABLE LAW.** This instrument shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.
- 40. ATTORNMENT.** Tenant hereby agrees that Tenant will recognize as its landlord under this Rental Agreement and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which Premises is situated, upon any foreclosure of any deed of trust upon such land or building, or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust. If requested, Tenant shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such mortgagee or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of the Rental Agreement made without the express written consent of such mortgagee.
- 41. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) on the apartment community will be superior to the Tenant's rights. Therefore, if Landlord violates a loan and the lender takes over ownership, the lender may end this rental agreement or it may elect to continue the rental agreement. It is at the discretion of the holder of the mortgage documents. Tenant's rights under this rental agreement are therefore subject to the rights of the lender(s) on the apartment community.
- 42. SEVERABILITY.** If a court of competent jurisdiction shall, at any time, hold that a portion of this Rental Agreement is invalid; the remainder shall not be affected thereby and shall continue in full force and effect.
- 43. EXECUTION OF THIS RENTAL AGREEMENT.** In lieu of an original signature to this Rental Agreement, Landlord will accept a valid and legitimate electronic and/or facsimile signature of the Tenant. In doing so, Tenant hereby acknowledges his/her endorsement and acceptance of this agreement, and he/she waives any challenge to validity of this Rental Agreement based on Tenant's endorsement by electronic and/or facsimile signature.

NOTE: This is a legally binding contract. If you do not understand its content, it is advisable to seek competent help.

WITNESS the following signatures and seals:

BY TENANT:

Signature: _____ Date: _____

BY GUARANTOR (If tenant is under age of 18):

Signature: _____ Date: _____

BY AUTHORIZED OCCUPANT (of legal age):

Occupant has read this Rental Agreement and acknowledges his or her responsibilities as occupant.

Signature: _____ Date: _____

BY LANDLORD:

Signature: _____ Date: _____
Authorized Agent for Landlord

THIS RENTAL AGREEMENT IS NOT VALID UNLESS EXECUTED BY AN AUTHORIZED AGENT FOR 865 EAST, LLC.

Initials: _____