

# Charlottesville Apartments, LLC

## Executive Summary of Lease

We have included this short, plain talk, “executive summary” of important and actionable items for your convenience. This list is not intended to be all inclusive nor is it a substitute for your reading every word of this Lease. This document is a legal contract, and, in many cases, may be the first contract that you have ever signed; you should not treat it lightly. Many contracts have bad things buried deep inside of them; if you don’t read about them before you “sign on the dotted line”, these bad things can come back to haunt you. We, at Charlottesville Apartments, promise that we haven’t hidden anything from you, but that doesn’t mean that you shouldn’t exercise “due diligence” and read everything.

We intend for our relationship to be positive, mutually beneficial, and non-adversarial; it will work best if both parties understand their responsibilities and do what they’re supposed to do. This Lease defines those responsibilities. Contracts are written, not for the good times when everything is fine, but for the bad times when we find ourselves on opposite sides of a dispute. If it weren’t for disagreements, we wouldn’t need a 16 page document written by highly paid lawyers.

Below are highlights of the Lease that you should be aware of and remember.

1. **Lease Requirements:** Before we give you a Lease, you’ll need to give us a Security Deposit (typically \$500 per person), a Residential Lease Guaranty (signed by a parent), and a completed Lease (signed by you and your group). Terms of your particular lease will be enumerated on the *Summary of Lease Terms* page.
2. **Rent & Late Charges:** Before you move in, you’ll pay your first month’s rent and a one time Refurbishing Fee of \$295. You agree to pay your rent, in full, on the 1<sup>st</sup> of every month by one check, not several. Your rent will be considered “on time” if it is postmarked by the 1<sup>st</sup>. If late, we’ll charge you \$50 a day for every day that it’s late based on the postmark. We suggest that you appoint your most responsible roommate to be the treasurer of your house or apartment, have them open a separate “house” bank account, and have them handle the money. If you share a bedroom, the extra person will have to pay \$100 a month rent. For example, if you’re renting a four-bedroom apartment in which you want to have five people, add \$100 to the base rent for the extra person.
3. **Financial Responsibility:** Everybody in the Residence is responsible for all debts. If someone moves out, the remaining group is responsible for the entire amount. We’ll try to collect from the ex-tenant and their parents under their Residential Lease Guaranty, but if we’re unsuccessful, your remaining group will have to pay.
4. **Noise & Damages:** You agree to live quietly (in apartments, you cannot have loud parties, use sub woofers, play drums, or amplified musical instruments) in the Residence and not damage it in any way. We agree to make repairs as required to keep everything in a good and livable condition. If you do any damage, we’ll charge you to fix it. You agree to keep the inside and the outside of your Residence clean and free of all junk and trash. Report damage, or other Property problems, to us immediately. If you let problems go unattended, more damage might occur that you’ll be responsible for. Your Move-in Package contains a lot of useful information about the appliances and systems in the apartment that you may not be aware of; reading it carefully will help prevent needless service calls. Use email for all normal repair requests; use the phone for emergencies.
5. **Parking:** If your Property has assigned parking spaces, use only your own space. If you stray, someone (not us) might have Collier’s Towing, (434) 295-4941, pick up your car. If you park where we’ve put “no parking” signs, if you double park, or if you block the driveway or the dumpster, we’ll have your car towed.
6. **Trash:** If your Property has trash cans, take them to the street on trash day and then bring them back once emptied. If you have a dumpster, put your trash in heavy duty trash bags before putting it in the dumpster. Never block the dumpster with trash, old furniture or vehicles; the truck can’t empty it if you do.
7. **No Drugs:** If you or your friends use drugs anywhere on the Property, you are subject to eviction.
8. **No Pets:** Unless expressly permitted, you can’t have any pets, either yours or a friend’s; not even for a visit. Sorry.
9. **Grills:** Because of fire, grills may only be used in designated areas, never in the building, on decks, or porches.
10. **Protecting Hardwood:** If you have hardwood floors, you’ll need to cover 70% of the floor surface area with rugs. Also to protect from possible damage, you can’t have water beds, water filled furniture, or large fish tanks.
11. **Security Deposit:** We will return the unused portion of your Security Deposit to you within 45 days after your Lease ends. It will be returned as one check to your contact person who will distribute it appropriately. The contact person knows who lived in which room and who did what damage. You need to leave the Property in as good a condition as when you moved in, except for normal wear, or else we’ll charge you accordingly.



# Charlottesville Apartments, LLC

## Residential Lease Agreement

### **Legal Contract**

This Lease Agreement, once signed and accepted by Charlottesville Apartments, LLC, will be a legally binding contract. Until this Lease is signed by us, and a copy of it delivered to you, it is not a legal Lease. If you don't understand any part of this Lease, seek competent advice before signing it. We modeled this Lease after the *Virginia Residential Landlord & Tenant Act* and the University of Virginia *Student's Bill of Rights*. If you don't comply with the requirements of this Lease, or of any law applicable to this Lease, you will be in violation of the Lease and you could be evicted.

### **Executive Summary**

Even though we have written this Lease in plain English, most people don't take the time to read the "fine print". While not a substitute for reading the entire Lease, we have listed some salient points on the preceding page.

### **Date**

This Lease Agreement is being made on the date that is written on the *Summary of Lease Terms* page that is attached to, and is part of, this Lease Agreement.

### **Persons**

This Lease is being made by Charlottesville Apartments, LLC, the Landlord, and the Tenant or Tenants, as listed on the signature page of this Lease. In consideration of the rent, and the mutually agreed to rights and obligations of the respective parties, the Landlord leases to the Tenants, and the Tenants lease from the Landlord, a Residential Property on the terms and conditions that are stated in this Lease and on the attached *Summary of Lease Terms* page.

Where the words "you" or "yours" appear in this Lease, they refer to the Tenants. Where the words "we", "us", or "our" appear in this Lease, they refer to the Landlord. Where the context of the Lease requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender.

### **Property**

You are leasing a Residential Property that is described on the *Summary of Lease Terms* page. This Property may be a house or an apartment and may be referred to in this document as the "Property", "Residence", or "Building".

### **1. Term of Lease**

The term of this Lease is stated on the *Summary of Lease Terms* page. Unless otherwise noted, your Lease will begin and end at 12 o'clock noon if it hasn't been previously terminated or extended according to provisions in the Lease.

### **2. Rent**

You agree to pay the rent and other costs as stated on the *Summary of Lease Terms* page. You must pay the total monthly rent with one check, not several, by sending your payment to us postmarked on or before the 1<sup>st</sup> of each month. If you share a bedroom with a roommate, there is an additional monthly charge of \$100 for each extra person. For example, if you want to have five people in a four-bedroom apartment, add \$100 to the base rent for the fifth person.

You also agree to pay as additional rent, a *Refurbishing Fee*, as stated on the *Summary of Lease Terms* page and described more fully in Section 5, *Condition of Property*. This is a one time Fee, it is not refundable, and each tenant must pay it to the Landlord by separate check before moving into the Property. If you don't pay the Refurbishing Fee before you move in, it will be deducted from your Security Deposit along with a fifty-dollar surcharge.

### **First Month's Rent**

You need to pay the first month's rent before you move in. Thereafter, you must pay the rent by the 1<sup>st</sup> day of each month. Rent is "on time" if it is *postmarked* by the 1<sup>st</sup>.

### **Due Without Demand**

Paying rent on time is your responsibility. You will not be sent a bill, a notice, or a reminder. If you don't pay your rent on time, in addition to a late rent charge of \$50 a day, you will be in violation of this Lease and you could be evicted.

### **Method of Payment**

Please pay your rent with one check or money order, not several, and mail it to Charlottesville Apartments, LLC, 1940 Blue Ridge Road, Charlottesville, Virginia 22903-1216, unless otherwise specified. If any of your checks "bounce", you may be required to make future rental payments with a certified check or money order.

***Due without Reduction or Offset***

The rent is due in full without any reduction or deduction from it. If you reduce your rental payment to us, you will be violating this Lease and will be subject to eviction if your deduction is made without the right to do so under the *Virginia Residential Landlord & Tenant Act*.

***All Tenants are Responsible for All Debts***

All Tenants living in the Property are jointly and individually responsible for paying the rent and any other charges due under this Lease. This means that if one of your roommates moves out, the remaining individuals are responsible for paying the rent and any other charges. Of course, we will try to collect from the person who moved out or their parents, but if we are not successful in doing that, the remaining Tenants are fully responsible for all Lease related debts.

***Late Charges***

Rent not *postmarked* by the 1<sup>st</sup> of the month is late and will result in a Late Rent Charge of \$50 a day that will be deducted from your Security Deposit. If the 1<sup>st</sup> is on a Sunday or a holiday, the next business day will be considered on time. Even if we don't ask for the late charges as they occur, they may be billed at a later time or eventually deducted from your Security Deposit.

***Returned Check Charges***

If your rent check is returned unpaid for any reason, you will be charged a Returned Check Charge of \$25. Because returned checks require additional processing time, they will also incur Late Rent Charges as described above.

***3. Possession***

You may move into your Property on the date stated on the *Summary of Lease Terms* page. If we are unable to let you move in on time, you may terminate the Lease by giving us a 5-day written notice and receive a full refund of all the money you paid to us. Alternatively, you may agree to pro-rate the rent until you can move in. If you are allowed to move in early, you agree to be bound by the Lease and to pay pro-rated rent for the additional time that you are given.

***Occupancy and Use***

No one, other than the Tenants listed on the Signature Page of this Lease, may occupy the Property without our written approval. Additionally, we reserve the right to exclude all persons from the Property other than the listed Tenants. If you permit anyone on the Property who we have previously excluded, we may terminate this Lease and proceed as in Section 14, *Eviction*.

You may only use the Property, utilities, and all electrical, plumbing, heating, ventilating, air-conditioning, and other facilities and appliances in a reasonable manner and only for ordinary residential purposes.

***4. Security Deposit***

All Tenants must give us a Security Deposit as itemized on the *Summary of Lease Terms* page. This Security Deposit will be held until the end of the Lease or until the Property is vacated. Damages, unpaid rent, and any other charges that you are responsible for under this Lease will be deducted from your Security Deposit. If you terminate this Lease before its normal end, we will keep the Security Deposit as partial liquidated damages. Your liability for full compliance with this Lease Agreement may be more than the amount of your Security Deposit.

***Return of Security Deposit***

When you move out, we will inspect the Property to determine how much it will cost to return it to the same condition as it was when you moved in. You are liable to us for the costs of all repairs and cleaning not covered by your *Refurbishing Fee*, less normal wear. All of our tenants expect, and deserve, a carefully maintained place in which to live.

- A. We will return your Security Deposit to you within 45 days after the end of the Lease along with an itemized list of damages and deductions. Your Security Deposit refund will be one check which we will send to the Contact Person who is responsible for its appropriate distribution to the other Tenants. The Contact Person knows who lived in which room and who may have done what damage.
- B. If you request in writing to be present at the inspection, you will be notified of the date and time.
- C. You may inspect our records of deductions to your Security Deposit during our regular business hours.
- D. You may not withhold any portion of your last month's rent as a means of recovering your Security Deposit; doing so is a violation of this Lease and Virginia Statute, which states in part: "No tenant may withhold payment of all or any portion of the rent from the last payment period of a Residential Rental Agreement on the grounds that the deposit should serve as payment for the remaining rent."

## **5. Condition of Property**

You acknowledge that you have examined the Property, appliances, fixtures, furniture, and grounds subject to this Lease and agree that they are in good repair, structurally safe, and clean. You must bring any hidden defects, those not noted during your initial inspection, to our attention within the first seven days of moving into the Property. Other than what is written in this Lease, you acknowledge that we have not made any promises as to the condition of the Property or as to any intended repairs, alterations, or improvements.

### **Fit Premises**

We stipulate that the Property is currently fit for use as a residence and that we will comply with all applicable building and housing codes that materially affect health and structural safety. Upon your written notification, we will make all repairs and do whatever is reasonably necessary to keep the Property in a fit and habitable condition. Any damage that you or your guests do will be repaired and charged to you.

### **Keys**

Each of you will be given a front door key (or combination lock access code), a bedroom door key, and a mailbox key, as applicable. Additional keys may be purchased from us for five dollars each. Lost keys will be deducted from your Security Deposit. You must return all original and duplicate keys to us when you move out. If you are locked out, give us a call during normal business hours; we may be near by. If we're not available, call our locksmith, listed in Section 19, *Recommended Repair Companies*. You're responsible for all locksmith charges.

### **Original Condition**

You agree to keep the Property, appliances, fixtures, furniture, and the adjoining patios, decks, and grounds in good order, and in a safe, neat, and clean condition, and on the termination of this Lease to return the Property to us in as good a condition as it was at the beginning of the Lease, less reasonable wear.

### **Refurbishing Fee**

Each tenant will be charged a one time *Refurbishing Fee* (listed on the *Summary of Lease Terms* page). This fee covers the cost of minor patching and drywall repair, painting, basic floor refinishing, replacing light bulbs, and other minor repairs due to your use of the Property. It does not cover major or excessive damage (broken doors, large holes in the walls, deep scratches on the floors, broken blinds, late rent charges, etc.). The *Refurbishing Fee* is paid as additional rent, is not part of your Security Deposit, and does not change your obligations under Section 4, *Security Deposit*. We will not charge your Security Deposit for any costs already covered by the *Refurbishing Fee*. In other words, you will not be charged twice for the same repairs.

## **6. Alterations**

You may not make any alterations, improvements, or do any painting or redecorating to your Residence without our written permission. If you violate this condition, or if you damage the Property in any way, the full cost of restoring the Property to its prior condition will be charged to you. Any and all alterations and improvements that you make to the Property, with or without our consent, will belong to us and remain with the Property when you move out, unless otherwise agreed.

### **Pictures**

You may hang pictures and place pictures hooks in the walls using the smallest nail that can be safely used. *Never* use tape or adhesive hangers; removing tape is more damaging, and therefore more costly to repair, than nail holes.

### **Security Devices**

If desired, you may install burglary and fire protection devices provided that:

- A. The installation does not do any permanent damage to any part of the Property.
- B. A duplicate set of all keys and instructions on how to operate all devices are given to us.
- C. The devices are removed at the end of the lease and any damage caused by their installation is repaired.

Other than the security devices discussed above, no additional locks are permitted on any doors or windows without our written consent. In all cases, if you install any additional locks anywhere on the Property, you must give us keys.

## **7. Rules, Regulations, and Policies**

You acknowledge that you understand and agree that all Rules, Regulations, or Policies now in effect, or that may be adopted at a later time, are a part of this Lease as if they were written into it. You, your guests, and all persons on the Property with your consent, whether you know them or not, are obligated to comply with all of these Rules. We may change our Rules, Regulations, or Policies by giving you a written copy of the changes and, after notification, these modified Rules are binding on all parties.

### ***Interior Cleanliness and Neatness***

You must keep the interior of the Property in a clean and safe condition at all times. You must remove all garbage, trash, and other waste in a clean and safe manner and place all waste in appropriate containers. Accordingly, you will not do anything that encourages infestation on the Property by rats, roaches, ants, flies, or similar pests.

### ***Exterior Cleanliness and Neatness***

You must keep all exterior areas of the Property neat and clean at all times. No personal items, trash, used furniture, or anything of that nature, may be kept on the grounds of the Property or on any of the exterior porches, decks, patios, or hallways. You may not place any furniture on the porches, decks, patios, or grounds of the Property unless the furniture is of an outdoor type.

### ***Plumbing Fixtures***

You must keep all plumbing fixtures as clean as their condition and age permits. You are responsible for repairs like clogged drains, stopped-up toilets, and jammed disposals since you, or your guests, caused the clog or stoppage. The Landlord is only responsible for maintaining the structural integrity of the plumbing system. For example, if the plumbing system fails due to old age, it's our responsibility to repair it; if the toilet clogs because someone used too much toilet paper, that would be your responsibility.

### ***Needed Repairs***

You agree to immediately notify us of any needed repairs, defects, damages, dangerous conditions, or malfunctions of any appliance, fixture, or plumbing problem. If you don't notify us, then you may be responsible for subsequent damages caused by these problems. For example, if the toilet starts to leak and you don't report the leak, then the continuing leak may cause the bathroom floor to rot. If you had promptly reported the original leak, it could have been simply and inexpensively repaired. However, by not reporting the leak immediately, you allowed, by your negligence, substantial and expensive damage to occur for which you will be held responsible.

### ***Equipment Failure***

From time-to-time, things break: The AC stops working, the refrigerator stops cooling, the dryer stops drying, the Internet loses its connection, etc. It's not necessarily our fault or yours, it just happens. When things go wrong, and they almost always happen at the most inconvenient time, we will make every effort to get the problem corrected as soon as practically possible. However, in no instance is Charlottesville Apartments, LLC liable for any loss, injury, inconvenience, or discomfort that you may suffer or incur due to the loss of functionality of any equipment or connection in your Residence. If you have it, it's possible that renter's insurance may cover food spoilage from a failed refrigerator; check with your agent. We don't want to alarm you, these issues don't happen often, but they do happen.

### ***Noise and Nuisance***

You agree to be a quiet, considerate, and tidy neighbor. Good neighbors make a good neighborhood. You also agree not to exceed triple the leased occupancy with guests, whether or not you know them ("I didn't know them", is not an excuse). Excessively large parties tend to get out of control, cause damage, and create too much noise for adjacent residents.

The City of Charlottesville has a Noise Ordinance that prohibits late night parties or gatherings that disturb your neighbors. Accordingly, you and your guests must respect your neighbors' right to a certain amount of peace and quiet and must conduct yourselves in a manner that will not disturb their peaceful enjoyment of their neighborhood or apartment.

Accordingly, you will be in violation of this Lease if you, or any of your guests, engage in any activity that disturbs the peace and quiet of the neighborhood or of the adjoining Residences. This activity may be singing, loud talking, playing a musical instrument, etc. Anything that creates a noise level that is found to be disturbing to others may, at our discretion, be required to be removed from the Property immediately.

If you live in an apartment you may not use a subwoofer for your TV or music system. Bass notes are almost impossible to isolate. It may be fun for you, but it is not fun for the people living around you. If you must have deep, loud bass, use a good pair of earphones. Similarly, you may not play or practice a musical instrument, such as an electric guitar, drum set, or horn, etc., because they produce too much volume for an apartment building.

If you live in a house and we have to visit the Property to control noise or guest density between the hours of 7:00 P.M. and 7:00 A.M. you will be charged \$100, of which \$50 will be donated to the local Neighborhood Association.

Lastly, neither you nor your guests shall conduct yourselves in such an objectionable or improper manner that would cause an annoyance to your neighbors. You may not conduct any unlawful activity on the Property nor may you conduct any profit-oriented business on the Property. Such conduct is a violation of this Lease and may be grounds for eviction.

### ***Trash Pick-Up***

Depending on your Property, you will use either trash cans or a dumpster for your trash. If you use trash cans, the City will pick them up once a week. Take the cans to the street on the evening before pick up day, and remove them from the street no later than that afternoon. If your Property has a dumpster, be sure to put all trash and garbage in heavy-duty, plastic trash bags. Never throw loose garbage into the dumpster; it will soon start to smell and to attract rodents and insects. The dumpster is normally emptied several times a week and more often during move-in and move-out times. We will charge your Security Deposit a ten-dollar trash fine each time we find that your trash was not disposed of according to these rules.

### ***Damage by Tenant***

You, members of your family, your guests, or any other person on the Property with your consent, shall not deliberately, negligently, or accidentally damage or remove any part of the Property or permit anyone else to do so. You are liable for the costs to repair any and all damages to the Property, both inside and outside.

### ***Reimbursement by Tenant***

You agree to reimburse the Landlord for all of his costs for any repairs or damages caused by you or your guests. This may include damage from plumbing problems, damage from windows or doors being left open, or from any other damage. Normal wear is excluded.

Additionally, you agree to pay all of our costs if you abandon the Property or violate the Lease in any way, including costs to clean, repair, refurbish, and re-rent the Property. We may collect any amount due from you, including legal, collection, eviction costs, or any other debt related to your Lease. These reimbursements are due when we ask you for them. We do not give up our collection rights just because we don't require payment at the time of a violation. We may demand payment at any time before or after you vacate the Property or may eventually deduct any charges owed to us from your *Security Deposit*.

### ***Illegal Drugs***

You agree not to allow anyone, whether roommate, guest, or anyone acting under your control, whether known by you or not, to use or possess any illegal drugs either in the Property or anywhere on the grounds of the Property.

### ***Waterbeds***

Because of potential damage, waterbeds or water-filled furniture are not allowed to be used inside any Property.

### ***Grills***

Because of potential damage, grills are not allowed anywhere within the building, hallways, patios, or on covered decks. We will specify where on the grounds of the Property grills may be safely used.

### ***Local Codes***

You agree to comply with all applicable building and housing codes that affect health, safety, and public welfare.

### ***Pets***

If your Property has a "no pet" policy, you may not keep, or permit the visit of, any pet of any kind on the Property, regardless of how long a visit it is. The presence of any pets on the Property will automatically result in an additional charge to your Security Deposit for fumigation, cleaning, and repair as well as a Pet Charge of \$100 per month. Sorry, but we don't allow *any* pets in most of our Properties, no exceptions!

Fish tanks containing more than one gallon of water, whether or not they contain fish, are prohibited unless approved by us in advance. You are liable for any and all damage to the Property caused by the presence of the fish tank even if you are without fault in causing the damage. For instance, if you didn't do anything, but your fish tank just fell apart causing extensive floor damage, you're still responsible because it was your fish tank.

### ***Pest Control***

You agree to cooperate with us in our efforts to control pests. This may include, among other things, emptying and cleaning cabinets, drawers and closets, pulling furniture away from the walls, and allowing the exterminators to enter and treat the Property. We will normally give you a day's notice before pest treatments. Any pest infestation that you or your guests caused is your responsibility and your *Security Deposit* will be charged accordingly.

### ***Carpeting***

To minimize noise and to protect hardwood floors, you are required to carpet approximately 70% of the floor area of each room within 10 days of moving in. If you don't install the required carpeting, abnormal wear of the hardwood floors will occur that you will be responsible for. If you choose to install wall-to-wall carpeting, be sure that your installer does not use any nails and that he does not damage or remove any molding in the room. You're responsible if there is any damage to the floor or molding as a result of the installation or placement of carpeting or padding. Tile floors do not require carpeting.

### ***Utilities***

Because we need to clean, repaint, refurbish, and repair after you leave, you are required to leave the utilities on for us to use until the last day of your lease even if you leave before that date. The next Tenant will have the utilities put into their name on the last day of your lease so that there will be no interruption in utility service in the Residence. Your cost to leave the utilities on for a few days will be minimal and we can't work in the dark. Thanks.

### ***Hazards***

You may not do or permit anything to be done that will increase the risk of fire or that will increase the rate of insurance for the Property. For example, keeping gasoline or other combustible materials on the Property is potentially dangerous. Accordingly, you agree not to use or store any flammable or explosive substance in or near the Property. Failure to comply with this provision is a serious violation of this Lease and may result in your eviction.

### ***Motor Vehicles***

You may not make repairs or service motor vehicles, or any part of a motor vehicle, either in the Property or on any part of the Property. Oil changes, lubrication, and fluid changes of any kind are also prohibited. In addition to being a violation of this Lease, you may be liable for breaking any applicable environmental laws. Additionally, you may not store any motor vehicles, or parts of motor vehicles, anywhere within the Property or on the grounds, porches, patios, hallways, decks, or any location on the Property other than in the designated parking area.

### ***Bicycles***

Bicycles must be stored on the bike racks and may never be stored in the hallways or chained to any railings. Any bicycles found anywhere other than in the designated bike racks will be moved. Abandoned bikes will be junked.

### ***Parking***

Because parking is limited, all spaces (even those marked "Handicapped") are reserved for tenants. All Tenants are not guaranteed a parking place; however, each house or apartment is allotted certain parking spaces for their exclusive use. If parking stickers are provided for your car, display them on the left bottom corner of the rear window. Since all spaces are assigned to tenants, there are no guest spaces.

### ***Towing***

Normally, we don't tow cars from numbered spaces. It is your responsibility to manage your own space. However, if cars are parked in designated "no parking" areas or if they are double parked, we will tow them. Never park in another person's space, you may be towed. All towing is at the car owner's expense.

## ***8. Right of Entry by the Landlord***

The Landlord, and his authorized agents, may enter the Property at any reasonable time to inspect the Property, to make repairs or improvements, or to show the Property to prospective tenants or purchasers. We will not abuse this right of access or use it to harass you. Unless there is an emergency, or it is not practicable to do so, we will give you reasonable notice of our intent to enter. In an emergency, we may enter the Property without your consent.

If you abandon or surrender the Property, or appear to have abandoned or surrendered the Property, we have the right of access at any time and without notice.

You must provide us with a duplicate key for any and all locks on the doors and windows that you install or change. Failure to provide such keys is a violation of this Lease.

## ***9. Communications***

Except as provided by law, all communications and notices required by this Lease must be in writing and either hand delivered or mailed to the other party. Either party may change their address by giving written notice to the other party. Mail the Landlord at Charlottesville Apartments, 1940 Blue Ridge Road, Charlottesville, Virginia 22903-1216. Phone the Landlord during business hours at (434) 295-6553 or send e-mails to crafaik@mac.com.



### **Notices to Tenant**

Notices and demands delivered by the Landlord to the Property are considered proper notice to you and are considered effective and received by you as soon as they are delivered.

### **10. Guarantors**

If a person signs a *Lease Guaranty*, he unconditionally guarantees to the Landlord the performance of all the Lease obligations of the Tenants and will be liable for all costs, damages, and reasonable attorney's fees incurred by us in the collection of money owed to us under this Lease. We will notify each Guarantor of all significant breaches of this Lease so that he will have an opportunity to help correct the problem.

Guarantors may not terminate their *Lease Guaranty* without our written consent.

### **11. Liability**

The Landlord is not responsible for any loss, damage, death, or injury to you, your property, or to your guests or their property, caused by, or allegedly caused by, some condition of the Property, or some act or neglect of you, other tenants, your invitees, or of the Landlord or his agents unless the Landlord or his agents were willfully negligent.

We recommend that you obtain renter's insurance for protection against any injuries or damage that may occur. While the cost of this type of insurance is nominal, it is not our obligation to provide it for you.

### **Acts of Third Parties**

The Landlord is not responsible for actions, damages, injuries, or harm caused by third parties, such as other Tenants' guests, intruders, or trespassers, who, obviously, are not under the Landlord's direct control.

### **Water Damage**

The Landlord is not responsible for any damage done to any personal property by water, moisture, humidity, or flooding whether in the basement or in any other part of the Property.

### **Fees of Attorneys**

If we have a legal dispute concerning the Property or this Lease, the prevailing party shall be entitled to reasonable attorney's fees in addition to whatever other award the courts may give.

### **12. Acts of Default**

As a Tenant, you will be in violation of this Lease Agreement if you:

- A. Fail to pay your rent when it becomes due.
- B. Fail to pay any other obligation due under this Lease by its due date.
- C. Violate any of the terms or conditions of this Lease.
- D. Abandon the Property before the end of this Lease.
- E. Use, or allow to be used, any illegal drugs in the Property or on any part of the Property.

### **Remedies for Default**

If you violate any of the terms of this Lease, we may:

- A. Continue the Lease by not terminating your right to possession of the Property and enforce all of our rights and remedies under the Lease including the right to collect the rent as it becomes due.
- B. Terminate the Lease and also your right to possession of the Property and begin legal action against you to recover:
  - a. The unpaid rent earned at the time of the termination.
  - b. The unpaid rent which would have been earned for the duration of this Lease had it not been prematurely terminated.
  - c. Any other amount necessary to compensate us for all detriment caused by your failure to fulfill your obligations under the Lease.
- C. Begin, instead of, or in addition to, the actions described above, an action to re-enter and re-gain possession of the Property, as provided by the laws of Unlawful Detainer of the State of Virginia, and have your possessions removed and placed into storage, all at your expense.

### **13. Vacating**

You agree to move out of the Property on or before the last day of your Lease. If you don't move out, we may take possession of the Property without further notice and have your belongings removed and placed into storage, all at your expense. Additionally, you will be liable for any and all losses incurred by us, including lost rent, court costs, attorney's fees, and damages to subsequent renters. You agree to leave the Property in as good a condition and repair as it was when you moved in and in accordance to the cleaning instructions that will be given to you toward the end of this Lease. After your lease has ended, we are not responsible for any items you leave in the Residence, in the common areas, or anywhere on the Property, even if it those items were "left for the next tenant".

#### ***Holdover by Tenant***

If you want to stay in the Property after this Lease has ended, you need our written consent. After obtaining consent, a new tenancy from month-to-month will be created which is subject to all of the terms and conditions of this Lease except that either party may terminate the Lease by giving 30-days written notice to the other party.

#### ***Assignment and Subletting***

With our permission, you may sublet this Property. However, while you are on the Lease, you will remain liable for the rent and the actions of your sub-tenant. The Property is only to be used as a private dwelling.

#### ***Partial Move-Out***

If some residents renew the lease and some move out, all remaining tenants, and any new tenants, must sign a new Lease. New tenants must provide a Parental Guaranty, a Security Deposit, and pay a Refurbishing Fee. Any balance due from the first Lease carries over to the next Lease. Because all tenants listed on the new Lease are responsible for all balances due, you should collect any monies due from the old lease term from the old tenants who are moving out.

For partial move-outs, we do not automatically inspect, clean, or refurbish. If you want any work done, spaces requiring work need to be completely empty. Refurbishing Fees should pay for most costs other than extraordinary damages.

#### ***Abandonment***

If you're going to be away from the Property for more than 30 days, please tell us. If you don't tell us, we might assume that you have abandoned the Property and that we need to enter the Property to protect it. Therefore, let us know of your vacation plans so that we will be better able to look after your Residence.

If you abandon the Property or are removed from the Property for cause, whether voluntarily or involuntarily, we may enter the Property and rent it as we see fit. You will be liable for any damages that we may incur due to your abandonment including loss of rent.

Alternatively, this Lease will continue in effect as long as we don't terminate your right to possession of the Property. We may then continue to enforce all of our rights, including our right to collect rent as it becomes due.

### **14. Eviction**

You *may* be evicted for violating *any* term of this Lease; however, you *will* be evicted for the following violations:

- A. ***Failure to Pay Rent.*** If you don't pay your rent when due, you will be given a written notice and will have five days to pay the past due rent. If you don't pay within the five-day period, you must vacate the Property. If you don't move out voluntarily, we may proceed, as under Virginia Code §55-79, to take possession of the Property and remove and store your possessions at your expense.
- B. ***Criminal Activity.*** If you are involved in criminal or willful conduct which cannot be remedied, as defined in Virginia Code §55-248.31, and which poses a threat to health or safety, we may terminate this Lease without notice and proceed to obtain possession as provided by Virginia law.
- C. ***Possession of Drugs.*** Under Virginia law, a lawful seizure from any rental property of any illegal object or substance, including drugs, totaling at least \$1000, by definition, constitutes your unlawful possession of the Property. Under these circumstances, we are required by law to start an eviction action against you no later than 15 days after we have been notified of such seizure.
- D. ***Any Event of Lease Non-Compliance.*** If you violate the Lease for any reason other than for non-payment of rent, you have 7 days to cure the violation after written notice. If you don't cure the violation within the 7-day period, the Lease will be considered terminated 30 days from the date that you first received notice of the default.

If we have excused a specific violation of this Lease, we may still evict you for any other similar violation, or violation of any other section of this Lease at a later time. We are entitled to recover any and all damages and costs as provided for by the *Virginia Residential Landlord & Tenant Act*.

***Duty to Pay Rent after Eviction***

If you are evicted for violating any term of this Lease, you agree to continue paying the full monthly rent until this Lease ends or until the Property is re-rented. If we have to rent the Property for less than you were paying, you are responsible for the monetary deficiency until the end of this Lease.

***15. Subordination***

This Lease is subject to all present and future mortgages, deeds of trust, or security agreements put in place by us that may affect the Property. You hereby give us the authority to sign and deliver all documents necessary to subordinate this Lease. You also agree to execute and deliver, upon our request, any and all necessary documents to subordinate this Lease to any such mortgage, deed of trust, or security agreement. For instance, if we were to sell this Property (which we have no intention of doing), the buyer might need you to sign a statement indicating the length of your lease and the amount of your rent.

***Sale of the Property***

If we sell this Property, the buyer will become liable for all of the terms and conditions of this Lease. Once we give you notice of the sale, we will no longer have any liability under this Lease.

***Condemnation***

If any part of the Property is taken by governmental condemnation, this Lease shall terminate. You specifically waive any claim to any portion of any award for compensation or damages incurred by the taking of the Property. Any fixture that you may have installed on the Property may not be the subject of any award arising out of condemnation.

***16. Damage by Fire or Casualty***

If any part of the Property is damaged by fire, casualty, or other cause that is not your fault, the fault of your guests, or any person on the Property with your consent, whether you know them or not, we will promptly repair and restore the Property to its former condition as long as the repairs can be completed within 30 working days after they are started. If repairs cannot be completed within 30 days, or if the loss is not covered by our insurance policies, then either of us may terminate this Lease by giving the other party a 30-day written notice.

If the Lease is not terminated, we will adjust the rent during the restoration of the Property in proportion to the extent that you are prevented from fully occupying the Property. If the Lease is terminated under these circumstances, then the remaining rent due the Landlord and the amount of your Security Deposit will be computed as of the date of your vacancy.

Only the damage to the Property and the structure of the Property will be repaired. We are not liable for any damage to your personal property unless the damage was caused by the negligence or willful conduct of us or our employees. For example, if during a heavy snowstorm the roof collapses, the resulting damage to your personal belongings within the Property is not our responsibility unless we or our employees had been negligent or willful in our failure to maintain the structural integrity of the roof.

We recommend that you obtain your own renters hazard insurance policy to protect yourself against personal losses. The cost of Renter's Insurance is not expensive, but it is not our obligation to provide it for you.

***17. Representations***

You have made representations to the Landlord about your credit history, rental history, financial affairs, or other relevant information in order to induce us to rent this Property to you and we have relied on the truthfulness of this information. If we find that any of this information is untrue or misleading then we may cancel this Lease. Under these circumstances, you must immediately vacate the Property and you will be liable to us for all of our costs, expenses, and damages that we may incur because of your misrepresentations, including our reasonable attorney's fees.

The parties acknowledge that the Landlord and his agents have not made any promises or representations other than those contained in this agreement. You understand that if a promise or representation by the Landlord or his agent is made, but is not written into this Lease, it is not binding.

***18. Valid Lease***

This Lease is not valid until it has been signed and accepted by Charlottesville Apartments, LLC and a signed copy has been given to you or your group. If you don't have a signed copy of this Lease, you don't have a valid Lease.

## **19. Legal Rights and Remedies**

We may use our legal rights and remedies in any combination. By using one or more of these rights or remedies, we do not give up the right to use any other. By accepting rent, we do not give up the right to evict you for any past or existing violation of any provision of this Lease.

### ***Lien of Landlord***

The *Virginia Residential Landlord & Tenant Act* provides us with a “Landlord’s Lien” on all of your personal belongings in the Leased Property that secures our rights for any unpaid rent. This lien exists automatically when you sign this Lease and continues until all obligations of this Lease are paid, as provided by Virginia law. This lien may be enforced by distress or by any other legal means including the sale of your property to satisfy your unpaid rent. If you remove your personal belongings from the Property, the Landlord’s Lien is not invalidated. As provided by statute, the Landlord’s Lien will “follow” your belongings.

### ***Binding on Heirs and Successors***

This Lease is binding on the heirs, executors, administrators, and successors of the Landlord, and where permitted, your assigns. Unless you are entitled to terminate this Lease under a previous clause, you won’t be released from this Lease Agreement for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death. Additionally, under the terms of this Lease, the other Tenants are jointly and individually responsible for all obligations contained in this Lease. Nothing in this paragraph shall be construed as consent by the Landlord to any assignment of this Lease by any of the Tenants.

### ***Waiver***

The waiver of any violation of any provision of this Lease does not constitute a continuing waiver, or a waiver of any subsequent violation, either of the same, or of another, provision of this Lease.

If you violate this Lease by not paying the rent, and the time to cure has passed, the Landlord will not have waived his right to possession or to other damages by accepting rent as long as he notifies you in writing that he has accepted the rent “with reservation” or words to like effect.

### ***Time of the Essence***

Time is expressly declared to be of the essence for all purposes of this Lease.

### ***Jury Trial***

You hereby waive trial by jury in any proceeding between the parties for whatever cause.

## **20. Repair Personnel**

We perform all routine maintenance on the Residences ourselves; if you have a problem, call us first. If, by chance, we are unavailable and it is an emergency, we recommend the following companies or persons.

### **Our Employees**

Owner	John Crafaik..... (434) 295-6553	Questions or general repairs
General Manager:	Arthur Crafaik..... (434) 409-9647	Questions or general repairs
General Repair:	Arthur Crafaik..... (434) 409-9647	General repairs
Plumbing:	Pat Crowley ..... (434) 962-2027	Minor problems

### **Outside Companies**

Glass:	Virginia Glass ..... (434) 296-8195	Broken glass (call me first, we may have replacements)
Locksmith:	Action Lock ..... (434) 974-7880	Lock-outs (call Arthur or me if during the day)
Towing:	Collier’s Towing ..... (434) 295-4941	To have a car towed or to get your car back if it’s towed

## Special Provisions

If the Tenants and the Landlord have agreed to any special provisions concerning either this Lease Agreement or the Property, these agreements must be written on this page. Any oral promises or representations that are not enumerated on this page are not binding.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## Property Contact Person

To simplify communications between the Landlord and the Tenants when more than one person occupies a Property, your group should designate a Contact Person who will be responsible for all communications between us. Any written or oral communication, including all notices and the return of the Security Deposit at the end of this Lease, should be through the Contact Person listed below.

Of course, in an emergency, or if the contact person is unavailable, any Tenant may, and should, contact the Landlord as necessary.

### ***Contact Person's Current Information***

Full Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

### ***Contact Person's Home Information***

Parent's Full Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

### ***Landlord's Contact Information***

Mail any written communications that are required by this Lease to the Landlord at:

Charlottesville Apartments, LLC  
1940 Blue Ridge Road  
Charlottesville, VA 22903-1216

Phone and email communications:

Office: (434) 295-6553  
E-Mail: crafaik@mac.com

## Signature Page

I or we, the undersigned Tenant or Tenants, have read and understand the contents of this Lease Agreement and individually and jointly agree to all of its terms, conditions, and provisions.

**Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Parent's Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_

Cell Phone \_\_\_\_\_

Land Line Phone \_\_\_\_\_

Parent's E-Mail Address \_\_\_\_\_

Parent's Home Phone \_\_\_\_\_

Parent's Work Phone: \_\_\_\_\_

**Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Parent's Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_

Cell Phone \_\_\_\_\_

Land Line Phone \_\_\_\_\_

Parent's E-Mail Address \_\_\_\_\_

Parent's Home Phone \_\_\_\_\_

Parent's Work Phone: \_\_\_\_\_

**Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Parent's Address \_\_\_\_\_

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**Date** \_\_\_\_\_

Cell Phone \_\_\_\_\_

Land Line Phone \_\_\_\_\_

Parent's E-Mail Address \_\_\_\_\_

Parent's Home Phone \_\_\_\_\_

Parent's Work Phone: \_\_\_\_\_

**Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Parent's Address \_\_\_\_\_

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Cell Phone \_\_\_\_\_

Land Line Phone \_\_\_\_\_

Parent's E-Mail Address \_\_\_\_\_

Parent's Home Phone \_\_\_\_\_

Parent's Work Phone: \_\_\_\_\_

**Landlord** \_\_\_\_\_

Charlottesville Apartments, LLC  
1940 Blue Ridge Road  
Charlottesville, VA 22903-1216

**Date** \_\_\_\_\_

Office: (434) 295-6553  
E-Mail: crafaik@mac.com

## Signature Page

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**Signature** \_\_\_\_\_

Printed Name \_\_\_\_\_

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Land Line Phone \_\_\_\_\_

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Parent's Work Phone: \_\_\_\_\_

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