

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 so signed, and a copy of it delivered to you, it is not a legal Lease. If you do not understand any part of this Lease, you should seek competent advice before signing it. This Lease is modeled after the Virginia Residential Landlord & Tenant Act and the University of Virginia Student's Bill of Rights. Failure to comply with any requirement of this Lease, or of any other applicable law, is a breach of this Lease and may be cause for eviction.

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 Agreement is being made by and between Charlottesville Apartments, LLC, the Landlord, and the Tenant or Tenants, or their representatives, who are listed on the signature page of this Lease. In consideration of the agreed to 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 Agreement and on the *Summary of Lease Terms* page that is attached to, and is part of, this Lease Agreement.

Where the words "you", "yours", "he", or "they" appear in this Lease, they refer to the Tenants. 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

The Tenants are leasing the Residential Property that is described on the *Summary of Lease Terms* page.

1. Term of Lease

This Lease is for a term of time that is stated on the *Summary of Lease Terms* page that is attached to, and is part of, this Lease Agreement. Unless otherwise noted, your lease will begin and end at 12 o'clock noon unless otherwise terminated or extended as provided for in this Lease Agreement. At the end of this Lease, the Landlord is entitled to the return of the Property as more fully described later in this Lease.

2. Rent

The Tenants agree to pay the rent and other costs as stated on the *Summary of Lease Terms* page. The total rent is to be paid by one check, not several checks, in monthly payments that are to be paid to the Landlord on or before the 1st day of each month. There is an additional monthly charge of \$100 for each shared bedroom.

The Tenants 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, is not refundable, and should be paid to the Landlord, by separate check, by each Tenant before you move into the apartment. If not paid prior to move-in, the fee will be deducted from your Security Deposit.

First Month's Rent

The first rental payment is due before you move into the Property and will be an amount that covers the first month's rent. The next rental payment will be due on the 1st day of the next month for the full amount of the regular monthly rental payment.

Due without Demand

The rent is due without any prior demand from the Landlord to pay it and is to be received by the Landlord, at his office, on the 1st day of each month. This means that you owe the rent without any type of billing, invoicing, or notice from the Landlord. It is the Tenants' sole responsibility to deliver the money to the Landlord on or before the 1st of each month. Failure to pay the rent when it is due is a serious breach of this Lease and can result in your eviction.

Method of Payment

The rent shall be paid by one check or money order, not several, and mailed to Charlottesville Apartments, LLC, 1940 Blue Ridge Road, Charlottesville, Virginia 22903-1216, unless otherwise specified. If any of your checks "bounce", the Landlord may require you 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 the Landlord you will be in breach of this Lease and may be subject to eviction if you make a deduction from the rent 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 money due to the Landlord under this Lease or as a result of any violation of this Lease.

Late Charges

Rent is due on or before the 1st of each month. Rent not postmarked by the 1st of the month is late and will result in a Late Rent Charge of \$50 for each day that the rent is late. The failure of the Landlord to insist on the payment of the late charge shall not be considered a waiver by the Landlord of the current or of any future late charges.

Returned Check Charges

If a rent check is returned unpaid for any reason, the Tenants 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

The Landlord shall deliver possession of the Property to the Tenants no later than the commencement date of this Lease, as stated on the *Summary of Lease Terms* page. If the Landlord fails to deliver possession of the Property on time, then the Tenants may terminate the Lease by giving the Landlord 5 days written notice and then receive a full refund of their security deposit, or, they may abate the rent until delivery takes place. If the Landlord permits the Tenants to take possession of the Property before the commencement date of this Lease, then the Tenants agree to be bound by the Lease and to pay prorated rent equal to the time that they are actually in possession of the Property.

Occupancy and Use

No one, other than those listed as Tenants on the Signature Page of this Lease Agreement, may occupy the Property without the written approval of the Landlord. Additionally, the Landlord reserves the right to exclude all persons from the Property other than the listed Tenants. If the Tenants permit anyone on the Property who the Landlord has previously excluded, then the Landlord may treat this Lease as terminated and proceed as in Section 14.

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

4. Security Deposit

The Tenants hereby give to the Landlord a Security Deposit in the amount listed on the *Summary of Lease Terms* page. The security deposit will be held until the end of this Lease or until the Property is vacated. Damages, unpaid rent, and any other charges that you are responsible for will be deducted from your Security Deposit. If you terminate this Lease prior to the normal end of the Lease, the Landlord will keep the Security Deposit as partial liquidated damages. The Tenants' liability for full compliance with this Lease Agreement may exceed the amount of their Security Deposit.

Return of Security Deposit

Once the Property is vacated, the Landlord will inspect the Property to determine the costs to return the Property to the condition in which it was when delivered to the tenants. You are liable to the Landlord for all refurbishing costs for the Property. Our tenants expect, and deserve, a like new Property.

- A. The Landlord will return the remaining Security Deposit approximately 45 days after the end of the Lease along with an itemized list of damages and deductions. The Security Deposit refund will be one single check and will be sent to the Contact Person. The Contact Person will be responsible for the appropriate distribution of the Security Deposit to the other Tenants.
- B. If the Tenants request in writing to be present at the inspection, they will be notified of the date and time.
- C. The Tenants may inspect the Landlord's records of deductions to the Security Deposit during the Landlord's regular business hours.
- D. The Tenants may not withhold any portion of the last month's rent of this Lease as a means of recovering the Security Deposit and any attempt to do so is a breach of this Lease. Virginia Statute 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

The Tenants acknowledge that the Property, appliances, fixtures, furniture, and grounds subject to this Lease have been examined and are in good repair, structurally safe, and in a clean condition. The Tenants must bring any hidden defects, those not noted during the Tenants' initial inspection, to the Landlord's attention within the first seven days of moving into the Property. Other than what is written in this Lease, the Tenants acknowledge that the Landlord has not made any promises as to the condition of the Property or as to any intended repairs, alterations, or improvements.

Fit Premises

The Landlord stipulates that the Property is currently fit for use as a residence and that the Landlord will comply with all applicable building and housing codes that materially affect health and structural safety. When notified by the Tenant, the Landlord will make all repairs and do whatever is reasonably necessary to keep the Property in a fit and habitable condition. Damage done by the Tenant or their guests will be repaired and charged to the Tenants.

Keys

Each Tenant will be given a front door key and a bedroom door key. Additional keys may be purchased for five dollars each. Lost keys will be deducted from your Security Deposit at five dollars each. All original keys, and all copies of keys, must be returned to the Landlord when you move out. If you are locked out, call our locksmith, who is listed in Section 19 of this Lease. Do not call the Landlord. You are responsible for all locksmith charges.

Original Condition

The Tenants 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 the Landlord in as good a condition as it was at the beginning of the Lease, less reasonable wear and tear.

Refurbishing Fee

In addition to your monthly rent, each tenant will be charged, as additional rent, a one time *Refurbishing Fee*, which is listed on the *Summary of Lease Terms* page. This fee is used to perform minor patching, painting, floor refinishing and to cover most of the cost of providing you with a "like new" property. The *Refurbishing Fee* is paid as additional rent and is not part of your a security deposit and does not change your obligations under Section 4, Security Deposit. Similarly, the Landlord will not charge your security deposit for any costs already covered by the Fee. In other words, you will not be charged twice for the same repairs.

6. Alterations

The Tenants may not make any alterations, improvements, or do any painting or redecorating to the Property without written permission from the Landlord. 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 made to the Property by you, with or without the consent of the Landlord, become the property of the Landlord and remain with the Property upon the termination of this Lease, unless otherwise agreed upon.

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

The Tenants may install burglary protection and fire detection devices that they believe are necessary to insure their safety, 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 the Landlord or his agent.
- C. At the end of this Lease, the Tenants shall, upon request of the Landlord, remove all such devices and repair any and all damage caused by the installation of those devices.
- D. Other than the security devices discussed above, no additional locks are permitted on any doors or windows without written consent. Should any additional locks be installed, duplicate keys must be provided to the Landlord.

7. Rules, Regulations, and Policies

The Tenants understand and agree that all Rules, Regulations, and 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. All Tenants, their invitees, and all persons on the Property with their consent, whether known by the Tenants or not, are obligated to comply with all of these Rules and Regulations. The Landlord may change the Rules, Regulations, and Policies by giving the Tenants a written copy of the changes and, after notification, these modified Rules, Regulations, and Policies are binding on all parties.

Interior Cleanliness and Neatness

The Tenants shall keep the Property in a clean and safe condition. They will remove all garbage, trash, and other waste in a clean and safe manner and will place all waste in appropriate containers. Accordingly, the Tenants shall not engage in any practice that encourages infestation on the Property by rats, roaches, ants, flies, or similar vermin.

Exterior Cleanliness and Neatness

The Tenants 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. Tenants may not place any furniture on the porches, decks, or patios of the Property unless the furniture is of an outdoor type.

Plumbing Fixtures

The Tenants shall keep all plumbing fixtures as clean as their condition and age permits. The Tenants 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 is the Landlord's responsibility to repair it; if the toilet stops up because someone used too much toilet paper, that would be the Tenants' responsibility.

Needed Repairs

The Tenants agree to immediately notify the Landlord of any needed repairs, defects, damages, dangerous conditions, or malfunctions of any appliance, fixture, or plumbing problem. If you fail to notify the Landlord of these problems, then you may be responsible for subsequent damages to the Property caused by these problems. For example, if the toilet starts to leak and you don't report the leak to the Landlord, then the continuing leak may cause the bathroom floor to rot. If you had reported the original leak to the Landlord 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.

Noise and Nuisance

The Tenants agree to be a quiet, considerate, and tidy neighbor. Good neighbors make a good neighborhood. Tenants also agree not exceed triple the leased occupancy with guests, whether known or unknown by the Tenants.

Charlottesville has a Noise Ordinance that prohibits late night parties or gatherings that disturb your neighbors. Accordingly, all Tenants and their guests, whether known or not, must respect their neighbors' right to a certain amount of peace and quiet and must conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of their neighborhood.

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. This activity may be singing, loud talking, the playing of a musical instrument, etc. Any equipment that creates a noise level that is found to be disturbing to others may, at the discretion of the Landlord, be required to be removed from the Property immediately.

Furthermore, neither the Tenants nor any of their guests shall conduct themselves in such an objectionable or improper manner that would cause an annoyance to their neighbors. Additionally, the Tenants may not conduct any unlawful activity on the Property nor may the Tenants conduct any profit-oriented business on the Property. Such conduct will be a breach of this Lease and may be grounds for eviction.

If the Landlord has to visit the Property to control noise or guest density between the hours of 7:00 P.M. and 7:00 A.M. there will be a \$100 charge to the Tenants of which \$50 will be donated to the local Neighborhood Association.

Trash Pick-Up

Trash is either to be placed into trashcans or a dumpster. If you use trashcans, the City will pick up your trash once a week. You must take the cans to the street on the evening before pick up day, and remove them from the street no later than the afternoon of pick up day. If your trash is being picked up from a dumpster, be sure to put all trash and garbage that you are going to throw into the dumpster in heavy-duty, plastic, trash bags. Never throw loose garbage and trash into the dumpster, it will soon start to smell and to attract rodents and insects. The dumpster is normally emptied on Monday, Wednesday, Friday and Saturday, and more often during move-in and move-out times. A ten-dollar trash fine will be charged to the Tenants' Security Deposit if their trash is not disposed of according to these rules.

Damage by Tenant

The Tenants, members of their family, their guests, or any other person on the Property with their consent, shall not deliberately, negligently, accidentally, or otherwise destroy, deface, damage, impair, or remove any part of the Property or permit any person to do so, whether known by the Tenants or not. If any such damage occurs, the Tenants are liable to the Landlord for the costs of repair to the damaged parts of the Property, including, but not limited to, appliances, fixtures, equipment, lawn furniture, plants, trees, shrubbery, grass, or ground cover.

Reimbursement by Tenant

The Tenants agree to reimburse the Landlord for the cost of any repairs or damages that are caused by the Tenants or their guests. This may include damage from plumbing problems, damage from windows or doors being left open, or from any other damage caused by the Tenants or their guests. Normal wear and tear is excluded.

The Tenants agree to pay all of the Landlord's costs because of abandonment or other violations of this Lease by the Tenants, such as the cost to clean, repair, or re-rent the Property. The Landlord may collect any amount due from the Tenants, including legal and collection costs, in the collection of unpaid rent, eviction processes, or any other debt. These reimbursements are due when the Landlord makes demand upon the Tenants. The Landlord does not give up any right to collect because of any prior failure or delay in demanding reimbursement for late payment charges, returned check charges, or other amounts owed by the Tenants. The Landlord may demand payment at any time before or after the Tenants vacate the Property.

Illegal Drugs

The Tenants agree not to allow any Tenant, guest, or anyone acting under their control, whether known by the Tenants 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, is not allowed to be used anywhere on the Property.

Grills

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

Local Codes

The Tenants shall comply with all obligations imposed upon Tenants by applicable building and housing codes that affect health, safety, and public welfare.

Pets

The Tenants may not keep, or permit the visit of, any pet of any kind on the Property without the express consent of the Landlord, regardless of how long a visit it is. The presence of any pets on the Property will automatically result in additional charges to the Tenants' Security Deposit for fumigation, cleaning, and repair.

Fish tanks that hold more than one gallon of water, whether or not they contain fish, are prohibited unless approved by the Landlord in advance. The Tenants will be liable for any and all damage to the Property caused by the presence of the fish tank even if the Tenants are without fault in causing the damage.

Pest Control

The Tenants agree to cooperate with the Landlord's efforts at pest control. This may include, among other things, Tenants emptying and cleaning cabinets, drawers and closets, pulling furniture away from the walls, and allowing the exterminators to enter and treat the Property. You will normally be given 48 hours notice before pest treatments.

Carpeting

In order to minimize noise and to protect the hardwood floors, the Tenants are required to install and maintain rugs or carpeting, along with padding, covering approximately 70% of the floor area of each room within 10 days of when the Tenants move in. Failure to install carpeting could result in abnormal wear of the hardwood floors for which you will be responsible. If the Tenants elect to install wall-to-wall carpeting, its installation must be without the use of nails, staples, brads or tacks. Molding in the room is not to be removed or damaged. Any damage to the floor or molding as a result of the installation or placement of carpeting or padding shall be paid for entirely by the Tenants.

Hazards

The Tenants may not permit any act or thing to be done that will increase the risk of fire or that will increase the rate of insurance for the Property. Accordingly, the Tenants agree not to use or store any flammable or explosive substance in or near the Property. One example would be the keeping of gasoline or other combustible materials on the Property. Failure to comply with this provision is a serious breach of the Lease and may result in eviction.

Motor Vehicles

You may not repair 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 breach of this Lease, the Tenants may be held liable for any breach of 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, or decks of the Property, or in any other storage areas, hallways, or any location on the Property other than in the designated parking area.

Parking

Because parking on the Property is limited, each Tenant is not guaranteed a parking place; however, each Property is allotted a specific number of parking spaces for their use. Only Tenants, and a limited number of their guests, may park on the Property. Parking passes and stickers will be provided and must be appropriately displayed. Violators will be towed at their own expense.

All Tenants must register their motor vehicles with the Landlord in accordance with the Landlord's requirements. The Landlord may modify the registration requirements from time to time and may charge a reasonable administrative fee, not to exceed five dollars, for the processing of vehicle registration.

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. The Landlord will not abuse this right of access or use it to harass the Tenants. Unless there is an emergency, or it is not practicable to do so, the Landlord will give the Tenants reasonable notice of his intent to enter. In an emergency, the Landlord may enter the Property without the consent of the Tenants.

If the Tenants have abandoned or surrendered the Property, or appear to have abandoned or surrendered the Property, the Landlord has the right of access at any time and without notice.

The Tenants must provide the Landlord with a duplicate key for any and all locks on the doors and windows that they install or change. Failure to provide such keys is a breach of this Lease.

If the Tenants do not return all keys to the Landlord at the end of this Lease, they will be responsible for the reasonable cost of changing the locks and replacing the keys.

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 all correspondence for the Landlord to Charlottesville Apartments, 1940 Blue Ridge Road, Charlottesville, Virginia 22903-1216. You may phone the Landlord during business hours at (434) 295-6553; you may send faxes to (434) 977-2626; or, you may 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 all Tenants and are considered effective and received by the Tenants as soon as they are delivered to the Property.

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 the Landlord in the collection of money under this Lease. The Landlord 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 this *Lease Guaranty* without the written consent of the Landlord.

11. Liability

The Landlord is not responsible for any damage, death, or injury to the Tenants, the Tenants' property, or to the Tenants' guests or their property, caused by, or allegedly caused by, some condition of the Property, or some act or omission of the Tenant, their invitees, or of the Landlord.

The Landlord recommends that the Tenants 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 an obligation of the Landlord.

Acts of Third Parties

The Landlord is not responsible for actions, damages, injury, or harm caused by third parties, such as other Tenants' guests, intruders, or trespassers, who, obviously, are not in 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

Should litigation arise between the parties to this Lease concerning the Property, this Lease, or the rights and duties of either party to this Lease, the prevailing party shall be entitled to reasonable attorney's fees, in addition to whatever other relief the courts may grant.

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 expiration of the full term of this Lease.
- E. Use, or allow to be used, any illegal drugs within the Property or on any part of the Property.

Remedies for Default

If the Tenant violates any term of this Lease, the Landlord may:

- A. Continue this Lease by not terminating the Tenants' right to possession of the Property and enforce all of the Landlord's rights and remedies under this Lease including the right to recover rent as it becomes due.
- B. Terminate this Lease and the Tenants' right to possession of the Property and begin an action against the Tenants to recover:
 - a. The worth of the unpaid rent earned at the time of the termination of this Lease.
 - b. The worth of 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 the Landlord for all detriment caused by the Tenants' failure to fulfill their obligations under this Lease.
- C. Begin, in lieu 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 the Tenants' possessions removed and placed into storage, all at the Tenants' expense.

13. Vacating

The Tenants agree to move out of the Property on or before the last day of their Lease. If the Tenants do not move out, the Landlord may take possession of the Property without further notice and have the Tenants' belongings removed and placed into storage, all at the Tenants' expense. Additionally, the Tenants will be liable to the Landlord for any and all losses incurred by the Landlord, including loss of rent, court costs and attorney's fees, and damages to subsequent renters. The Tenants agree to leave the Property in as good a condition and repair as it was when they moved in. The entire Property must be cleaned, including the stove, refrigerator, bathrooms, closets, cabinets, floors, baseboards, wall, doors, porches, decks, and grounds. Detailed cleaning instructions will be provided prior to the end of the Lease that will outline the Tenants' cleaning responsibilities and potential costs.

Holdover by Tenant

If the Tenants want to stay in the Property after this Lease has ended, written consent of the Landlord is necessary. 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 with thirty days written notice.

Assignment and Subletting

The Tenants may not, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, assign this Lease or sublet this Property to anyone, nor permit the Property to be used for any purpose other than as a private dwelling.

Partial Move-Out

When some of the residents renew their lease and some of the tenants move out, all existing tenants who remain, and any new tenants who join the existing group, must sign a new lease for the next lease term. When new tenants join an existing group, the new tenants, the current tenants, and the old tenants must work out among themselves the exchange of individual security deposits. Charlottesville Apartments, LLC does not assist in determining how much money each person may be owed and does not assist in the collection or distribution of any security deposit money. Because any balance due at the end of a lease term carries over to the next lease term, and because all tenants listed on the new lease are responsible for all balances due, it is important that the current and new tenants collect any monies due for the old lease term from the tenants who are moving.

When a lease is renewed by part of an existing group, we do not automatically inspect, clean, or refurbish the Property. If you want to have any part of your Property cleaned and refurbished, we will do so as long as those spaces requiring refurbishing are completely empty. The vacating tenants must pay for the cost of refurbishing.

Abandonment

If the Tenants are to be away from the Property for a period of more than 15 days, they should notify the Landlord in advance. In the absence of such notice, the Landlord may enter the Property to protect it or may deem it to be abandoned. Let us know of your vacation plans so that we will be better able to look after the Property.

If the Tenants abandon the Property, are removed from the Property for cause, quit, or vacate the Property, whether voluntarily or involuntarily, the Landlord may enter the Property and rent it as the Landlord deems appropriate. The Tenants will be liable to the Landlord for any damages that the Landlord may suffer by reason of abandonment.

Alternatively, this Lease will continue in effect as long as the Landlord does not terminate the Tenants' right to possession of the Property. The Landlord may then continue to enforce all of his available rights and remedies, including the right to collect the rent as it becomes due.

14. Eviction

You may be evicted for violating any term of this Lease. Specifically, but not limited to, you will be evicted for:

- A. **Failure to Pay Rent.** If the Tenants fail to pay their rent when due, they will be given a written notice and will then have five days to pay the past due rent. If rent is not paid within the five-day period, the Tenants must vacate the Property. If the Tenants do not move out voluntarily, the Landlord may proceed, as under Virginia Code §55-79, to take possession of the Property and remove and store the Tenants' possessions at the Tenants' expense.
- B. **Criminal Activity.** In the event the conduct of the Tenants involve 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, the Landlord 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 unlawful possession of the Property by the Tenant. The Landlord is required by law to start an eviction action against the Tenants no later than 15 days after the Landlord's notice of such seizure.
- D. **Any Event of Lease Non-Compliance.** If the Tenants breach the Lease for reasons other than the non-payment of rent, they have 7 days to cure the breach after written notice. If the breach is not cured within the 7-day period, the Lease will be considered terminated within 30 days from the date the Tenants first received notice of their default.

If the Landlord has excused the Tenants for a specific violation of this Lease, thereby giving up his right to evict the Tenant for that particular violation, the Landlord may still evict the Tenants for any other similar violation, or violation of any other section of this Lease at a later time. The Landlord may recover any and all damages, costs, and reasonable attorney's fees as provided for under the provisions of the Virginia Residential Landlord & Tenant Act.

Duty to Pay Rent After Eviction

If the Tenants are evicted for violating any term of this Lease, the Tenants agree to continue paying the full monthly rent until this Lease ends or until the Property is re-rented. If the Property is re-rented for less than the Tenants were paying, the Tenants 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 the Landlord that may affect the Property. The Tenants give the Landlord the authority to sign and deliver all documents necessary to subordinate this Lease. The Tenants also agree to execute and deliver, upon the request of the Landlord, any and all necessary documents to subordinate this Lease to any such mortgage, deed of trust, or security agreement.

Sale of the Property

If the Landlord sells the Property, the buyer shall become liable under this Lease for all of its terms and conditions and the selling Landlord shall be relieved of liability under this Lease after giving notice of the conveyance to the Tenants.

Condemnation

If any part of the Property is taken, in whole or in part, by governmental condemnation, this Lease shall terminate. The Tenants specifically waive any claim to any portion of any award for compensation or damages made for the taking of the Property. Any fixtures installed or erected on the Property by the Tenants shall remain the property of the Landlord and shall not be removed by the Tenants at the expiration of, or the termination of, this Lease, nor may the items be the subject of any award arising out of any condemnation procedure.

16. Damage by Fire or Casualty

If any part of the Property is damaged by fire, casualty, or other cause not the fault of the Tenants, their guests, or any person on the Property with their consent, whether known by them or not, then the Landlord 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 the Landlord's existing insurance policies, then either the Landlord or the Tenants shall have the right to terminate this Lease. During restoration, the rent will be adjusted to the extent that the Tenants are prevented from fully occupying the Property.

If the cause of the casualty is not due to the fault or negligence of the Tenants or their invitees, then the Tenants may elect to vacate the Property and terminate this Lease with a 30-day written notice to the Landlord. If the Tenants or the Landlord elect to terminate this Lease under these conditions, then the remaining rent due the Landlord and amount of the Security Deposit due the Tenants will be computed as of the date of the vacancy.

Only the damage to the Property and the structure of the Property will be repaired. The Landlord is not liable for any damage to the Tenants' personal property unless the damage was caused by the negligence or willful conduct of the Landlord or his employee. For example, if the water pipes freeze and burst, the resulting damage to the Tenants' personal belongings within the Property is not the responsibility of the Landlord unless the Landlord or his employee had been negligent or willful in failure to maintain the water pipes.

The Landlord recommends that the Tenants maintain their own hazard insurance policy to protect against personal losses. The cost of Renter's Insurance is not expensive, but it is not an obligation of the Landlord.

17. Representations

The Tenants have made representations to the Landlord about their credit history, rental history, financial affairs, and other relevant information in order to induce the Landlord to rent this Property to them and the Landlord has relied on the truthfulness of this information. In the event that any of that information is untrue or misleading then the Landlord may cancel this Lease. Under these circumstances, the Tenants shall immediately vacate the Property and shall be liable to the Landlord for all of his costs, expenses, and damages that he may suffer by reason of the Tenants' misrepresentations, including the Landlord's 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. The Tenants understand that if a promise or representation by the Landlord or his agent is made before signing this Lease, but is not written into this Lease, such statements are not binding on the Landlord.

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 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

The Landlord may use his legal rights and remedies in any combination. By using one or more of these rights or remedies, the Landlord does not give up the use of any other. By accepting rent, the Landlord does not give up the right to evict the Tenants for any past or existing violation of any provision of this Lease.

Lien of Landlord

The Virginia Residential Landlord & Tenant Act provides the Landlord with a Landlord's Lien on all of the Tenants' personal belongings in the Leased Property which lien secures the Landlord rights for any unpaid rent. This lien exists automatically upon the signing of 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 action provided by law to obtain the sale of the Tenants' property to satisfy any unpaid rent. If the Tenants remove their personal belongings from the Property, the Landlord's Lien is not defeated. As provided by statute, the Landlord's Lien will follow the Tenants' belongings.

Binding on Heirs and Successors

This Lease is binding on the heirs, executors, administrators, and successors of the Landlord, and where permitted, the assigns of the Tenants. 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 breach of any provision of this Lease does not constitute a continuing waiver, or a waiver of any subsequent breach, either of the same or of another provision of this Lease.

If the Tenants breach 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 the Tenants 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

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

20. Recommended Repair Companies

We perform all routine maintenance on the apartments ourselves; so, if you have a problem, call us first. If, by chance, we are unavailable and it is an emergency, we have used the following companies and have generally found them to be acceptable.

- General Repair: Carl Wells (434) 566-1202 (General Repairs)
- General Repair: Lloyd Scott..... (434) 465-1166 (Minor Problems)
- Glass: Virginia Glass (434) 296-8195
- Plumbing: Mr. Faucet (434) 962-8927 (Minor Problems)
- Plumbing: Carl Wells (434) 566-1202 (Minor Problems)
- Plumbing: W. E. Brown..... (434) 295-1177 (Serious Problems)
- Heat & Air: R. E. Boggs (434) 974-6976
- Locksmith: Action Lock..... (434) 974-7880

