

RESIDENTIAL LEASE

**THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE BEFORE SIGNING.**

This property will be shown and made available to all persons without regard to race, color, creed, Religion, national origin, sex, familial status, handicap or elderliness in compliance with all applicable Federal and state and local fair housing laws and regulations.

This LEASE AGREEMENT is made on _____ between **University Apartments, LLC** (Landlord) and _____ **SAMPLE** (Tenants) through **Neighborhood Properties, Inc.** (Listing and Leasing Broker). Listing and Leasing Broker are sometimes hereinafter referred to as "Agent".

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the Landlord or Broker and Tenant(s) agree as follows:

I. SUMMARY OF LEASE AGREEMENT TERMS:

- A. Address of Leased Premises: _____
- B. Description of Premises: _____
- C. Appliances Provided by Landlord: _____
- D. Term of Lease Begins at 4:00pm on: _____
- E. Lease Term Ends: _____
- F. Tenant Vacate Date Ends at 12:00pm on: _____
- G. Total Rent Due for Full Term: \$ _____
- H. Total rent shall be paid in monthly installments of \$ _____, in advance on or before the first day of the month, without deduction or demand at 1025 Wertland Street, Charlottesville, VA 22903, or at such other place designated in writing. Checks or money orders for rental payments should be made payable to University Apartments, LLC.
- I. AUTHORIZED OCCUPANTS: List below any persons under the legal age of 18 years old who will inhabit the premises: **N/A**
- J. Late charges will be an **8% penalty on the monthly rent amount** per month if any portion of the monthly rent is not received by Broker **on or before the 5th day** of each month during the term of this Lease Agreement.
- K. Utility Fee due monthly: \$ _____ to cover the following utilities: _____
- L. Returned checks and ACH payments will result in a **\$50.00** additional charge, in addition to the late charge specified herein, for each check returned to Landlord or Broker for insufficient funds or otherwise.
- M. Monies received from Tenants as follows:
 - 1. Security Deposit due within **thirty (30) days of signing this lease or on the lease start date (whichever comes first):**
 - 2. Non-refundable Restoration Fee due on the lease start date: \$ _____
 - 3. First Month's Rent due on the lease start date: \$ _____
 - 4. First Month's Utility Fee due on the lease start date: \$ _____
 - 5. Non-Refundable Pet Fee (not applied to damages) due on lease start date: \$ _____
 - TOTAL DUE ON THE LEASE START DATE:** \$ _____
 - 6. Pro-rated Rent due on the first day of the **last** month of this lease term: \$ _____
 - 7. Prorated Utility Fee due on the first day of the **last** month: \$ _____

1. APPLICABLE VIRGINIA LAW. This Landlord/Tenant relationship is within the purview of Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord Tenant Act.
2. BROKER DESIGNATED LANDLORD'S AGENT. Landlord hereby appoints Broker, as its authorized agent, with full and complete authority to engage in all aspects of the business of the management of the Premises, and to act for the Landlord in all respects which relate to this Lease Agreement.
3. SECURITY DEPOSIT. Tenant(s) must pay the sum specified in Paragraph I (M) as a security deposit within **thirty (30) days of signing this lease or on the lease start date (whichever comes first)**, to secure a complete and faithful performance by Tenant(s) of all terms and conditions of this Lease Agreement, and of the obligations imposed on Tenant(s) by applicable Virginia law and further agrees to the following:
 - a. Security Deposit. Under the applicable Virginia law, if Tenant(s) default with any provision of the Lease Agreement, Landlord or Broker may terminate the Lease Agreement and may apply all or part of the security deposit to the payment of accrued rent and the amount of any damages which have been suffered, which includes but is not limited to physical damages, appropriate charges to Tenant(s) not previously reimbursed to Landlord or Broker, actual damages for breach of the Lease Agreement, attorney's fees and costs. It is the policy of Landlord and Broker to apply security deposits to non-rent items first, and then to any unpaid rent. Within forty five (45) days after termination of the tenancy and return of possession of the Premises to Landlord or Broker by Tenant(s), Landlord must provide Tenant(s) with an itemized listing of all deductions made from the security deposit, and with payment of any amount due Tenant(s). If Tenant(s) comply with all terms and conditions of the Lease Agreement and with the applicable Virginia law, Landlord will return to Tenant(s) the security deposit, together with any accrued interest if required by law, within forty-five (45) days after termination of the tenancy and return of possession of the premises to Landlord or Broker by Tenant(s). Any interest earned on the security deposit in excess of that amount which Landlord or Broker is required by law to pay to Tenant(s) will be retained by Landlord or Broker to cover administrative costs. If the Lease is renewed by any Tenant(s) on or added to this Lease, the security deposit shall be retained by University Apartments, LLC and applied to such Lease renewal.
 - b. Forwarding address. Tenant(s) must provide Landlord or Broker written notice prior to vacating the Premises of the forwarding address so that Landlord or Broker can forward to Tenant(s) a statement explaining the disposition of the security deposit prior to the end of the 45-day period provided herein. If Tenant(s) fail to give notice of a forwarding address, Landlord or Broker will send the security deposit statement to the last known address of Tenant(s), but will retain the security deposit refund, if any, until Tenant(s) notify Landlord or Broker of the appropriate address.
 - c. Multiple Tenant(s). Where more than one Tenant signs the Lease Agreement, any deductions to be made from the security deposit will be joint and several, and Landlord or Broker is not liable for any understanding which may exist between two or more Tenants as to the portion of the security deposit that one Tenant may be entitled to, as opposed to another Tenant. Landlord or Broker will draw one check payable to the **Contact Person designated:** _____ and mail to forwarding address provided to Landlord or Broker by written notice as required herein.
 - d. Check-out Inspection. Under applicable Virginia law, Landlord or Broker will make reasonable efforts to provide Tenant(s) with notice of a right to be present at the time of the check-out inspection. Landlord or Broker will include in the vacating notice sufficient language to inform Tenant(s) of this right to be present. Tenant(s) must make a written request to Landlord or Broker to be present at such an inspection, and Landlord or Broker will notify Tenant(s) of the inspection times which will occur within 72 hours of the termination of the tenancy. If Tenant(s) fail to make such a request, or fail to schedule such an inspection, Landlord or Broker will proceed to do the check-out inspection without Tenant(s) being present.
 - e. Setoff Prohibited. Tenant(s) have no right to deduct the security deposit from the rental payment for the last month of any term of this Lease Agreement.
 - f. Landlord or Broker's Successor Obligated for Security Deposit. If Landlord or Broker in any way transfers its interests in the Premises, or if Broker or Landlord transfers the management of the Premises, to a third party, Landlord or Broker, as the case may be, may transfer the security deposit to the transferee and Landlord and Broker are thereafter released from all liability for the return of the security deposit and to Tenant(s). If such a transfer occurs, Tenant(s) agree to look to the transferee solely for the return of the security deposit and to release Landlord or Broker, as the case may be, from all obligations and liability relating thereto.

4. **RESTORATION FEE.** Due upon execution of Lease, the Non-Refundable Restoration Fee is to be retained by Landlord for normal and customary cleaning at turn over. It is agreed that the Tenant will comply with all the provisions of this Lease, including the Handbook, and has completely vacated the premises in good condition. In exchange for the payment of this fee, Landlord agrees to perform certain cleaning and painting duties as indicated below. It is assumed that the Tenants are performing regular cleaning and maintaining the cleanliness of the apartment throughout the lease term. Charges may be assessed for any excessive cleaning, for stains and/or damage to the carpet and for any other damages.

The restoration fee pays for the following:

- Professional carpet cleaning (not to include stain or spot removal or any damage).
- Cleaning of hardwood floors (tenants are responsible for sweeping the floors and removing all trash and dirt before the move-out date).
- Cleaning of vinyl flooring.
- Touch-up painting.
- Cleaning of light fixtures.
- Cleaning of appliances (not to include scrubbing, scraping of food or spills).
- Replacement of reflector pans under range burners.
- Wiping down of kitchen cabinets and countertops.
- Cleaning bathroom fixtures, mirrors and countertops (not to include excessive dirt or residue).
- Replacement of up to two light bulbs.
- Cleaning of mini-blinds and windows.
- Cleaning washer/dryer (where applicable).
- Wiping shelving in closets.

The TENANT is responsible for the following:

- All belongings including coat hangers, trash, boxes, soap, toilet paper, shower curtains, etc. must be removed from the unit and from outside the unit, including balconies, patios and storage areas and properly disposed of in the property's dumpster (if any) or by removal from the property. No property or trash shall be left at curbside.
- All holes in walls and ceilings created by nails, hanging plants/lamps or shelves, etc. must be patched with an appropriate amount of spackling compound and sanded smooth.
- All cabinets and drawers must be cleared out, including all contact paper and glue residue shall be removed.
- For ovens that have a self-cleaning option, Tenant agrees to complete this process prior to move-out, as this typically requires more than 4 hours.

The Restoration fee will not cover the cost incurred by the Landlord for excessive cleaning of the apartment and/or the carpets and floors, repairing floor damage, repairing wall damage, painting walls back to the original color, removing trash or personal items, repairing and/or replacing fixtures, including but not limited to, mini-blinds, screens, doors, sinks, cabinets, lights, tile, countertops and railings. Any charges for excessive cleaning and/or damage will be deducted from the Security Deposit. If repair or replacement is not possible, Landlord or Broker reserves the right to assess against Tenant(s) the value of the damages. If a repair of any item requires travel to supply house, Tenant will be charged for the time traveling to and from the supply house, plus gas and wear and tear on the vehicle. Tenant will be responsible for any charges remaining due after the deductions from the Security Deposit.

In order to perform the required turnover maintenance to restore your apartment to move in condition, it is agreed that the **TENANT(S) will vacate the apartment five (5) days prior to the lease end date at 12:00pm NOON. SEE COVER PAGE for exact date of move out.**

5. **RENT.** The total rent for the initial Term of this Lease Agreement is as set out in Paragraph I (G) and (H) of this Lease Agreement. The monthly rental payments are payable in advance, without demand, and in full without

proration or setoff, on the first day of each calendar month to Broker or at such other places as Landlord or Broker may designate by advance written notice to Tenant(s). **Checks, money orders, credit cards are acceptable forms of payment. No cash will be accepted.** Landlord and Broker reserve the right to require that all rental payments be made by certified funds or money order.

6. LATE FEES: Tenant(s) agree to pay a late charge of **8% penalty on the monthly rent amount** per month if **any portion** of the monthly rent is not received by Landlord or Broker **on or before the fifth day (5th)** of each month during the term of this Lease Agreement, regardless of holidays. Checks may be placed in the outside drop box of the office if the office is closed. Be sure your address is on your check. Tenant(s) agree and understand that when using the facilities of the U.S. Postal Service for mailing items to Landlord or Broker, Tenant(s) are appointing the Postal Service as Tenant(s) sole agent, and the Landlord and Broker will not consider postmarks in determining the time of receipt of any items.
7. RETURNED CHECKS and ACH PAYMENTS: Tenant(s) agree to pay a \$50.00 charge for each check or payment not honored by bank upon presentation for any reason. Any check received by the fifth day (5th) of the month which is subsequently not honored by bank for any reason will be considered late, and the late charge will be due in addition to the \$50.00 charge for the returned check. If Tenant(s) have more than one check not honored by bank during the term of the LEASE AGREEMENT, the Landlord and Broker will no longer accept Tenant(s)' checks, and certified funds, money order, cashier's check must be used by Tenant(s) for all payments.
8. RENT WITH RESERVATION: Any rental payment received after legal action has been initiated by Landlord or Broker will be accepted with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted by Landlord or Broker against Tenant(s) to recover delinquent rent and possession of the Premises.
9. INSPECTION AND CONDITION OF LEASED PREMISES. The Broker shall within five days after occupancy of a dwelling unit, submit a written report to the Tenant(s), for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless the Tenant(s) objects thereto in writing within five days after receipt thereof. If the Tenant(s) prepared the written report of the check-in inspection, the Tenant(s) shall submit a copy to the Landlord or Broker, which record should be deemed correct unless the Landlord or Broker objects thereto in writing within five days after receipt thereof. If the Landlord or Broker and the Tenant(s) prepare the written report of the check-in inspection jointly, both the Landlord or Broker and the Tenant(s) shall sign the said written report and receive a copy thereof, at which time the said record shall be deemed correct.
10. USE, OCCUPANCY AND MAINTENANCE.
 - a. Tenant(s) covenant the Premises will be used only as a dwelling unit in manner which will not disturb neighboring tenants and which will not damage the Premises. Tenant(s) will not permit any guests or invitees on or about the Premises to either disturb neighboring tenants or damage such Premises. No persons other than those named as occupants and Tenant(s) in Paragraph 1 of this Lease Agreement may occupy the Premises on a regular basis. For the purpose of this Lease Agreement, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord or Broker, will constitute occupation of the Premises on a regular basis and therefore will constitute a violation of this paragraph.
 - b. No assignments will be permitted under any circumstances. No subleases will be permitted without prior written consent of Landlord or Broker.
 - c. Tenant(s) shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the Premises, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits. Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the Premises. Tenant(s) shall be responsible for any damages caused by Tenant(s)' failure to comply with this requirement. Tenant(s) shall not install or use any other major appliances or equipment on the Premises without prior written permission of Landlord or Broker.
 - d. Tenant(s) shall be responsible for reasonable care of the smoke detector in accordance with Section 55-248.16 Code of Virginia, and for the interim testing and providing written notice to Landlord or Broker for the repair of any malfunctioning smoke detector. In accordance with Section 55-248.13, Code of Virginia, Landlord or Broker shall be obligated to provide and pay for service, repair, or replacement which must occur within five (5) days of receipt of written notice from Tenant(s) that a smoke detector is in need of repair.

- e. Tenant(s) shall not install appliances other than those provided or offered by the landlord without prior written consent by the landlord; this includes ranges, fixed microwave ovens, clothes washers and/or dryers, portable space heaters (as primary heat source), and/or refrigerators/freezers.
- f. Tenant(s) shall comply with any and all obligations imposed upon Tenant(s) by applicable Virginia law.

11. UTILITIES. Tenant(s) shall pay any deposits required by utility companies for those utilities not provided by Landlord or Broker. Page 1 (K) of this Lease Agreement lists the utilities provided by Landlord or Broker, which Tenant(s) agree to use in a reasonable manner so as not to commit waste. Landlord or Broker is not liable for failure to provide the named utilities or for interruption of same if such failure or interruption is due to any cause beyond the control of the Landlord or Broker. Tenant(s) agree to maintain electric service and/or heat in the Premises, as the case may be, through the lease end date indicated to prevent any damages from occurring to the Premises. Tenant(s) agrees to use the utilities provided to the unit; electrical, water and sewer.

12. ELECTRICITY/WATER CONNECTIONS: Tenant(s) agree to have electricity and water connected for the entire lease period. Tenant(s) agree to leave the electrical and water services on through the lease end date, so that an inspection can be made of the premises. If this provision is not met and the use of electricity or water is required by Landlord, there will be an additional charge of at least \$45.00 per utility to reconnect each service.

HEAT: Tenant(s) agree to maintain heat in their unit to prevent damage. Tenant(s) shall at all times provide adequate heat (above 50° F) to the apartment to prevent freezing of pipes and furnace. The heat source provided by the landlord is the primary heat source for the unit, and is the only heat source allowed in the unit unless tenant(s) secure prior written consent from the landlord to use alternative sources. Alternative sources of heat do not keep pipes from freezing, and are not cost efficient ways to heat a home.

13. PERSONAL PROPERTY OF TENANT(S).

- a. All personal property placed in or about the Premises shall be at the sole risk of Tenant(s) or the parties owning the same, and Landlord or Broker shall not be liable for the loss, destruction, theft of, or damage to such property. Landlord or Broker strongly encourages Tenant(s) to obtain insurance coverage for their personal property usually referred to as "Renter's Insurance."
- b. Renter's Insurance. Any items of personal property which are left in or about the Premises, after Tenant(s) vacate the Premises will be considered abandoned property and will be disposed of by Landlord or Broker if not claimed by Tenant(s) within the one-month period following the termination of tenancy and delivery of possession, provided that Landlord or Broker gives Tenant(s) a 10-day notice to the last known address of the Tenant(s), address correction requested.

14. ACCESS TO THE PREMISES BY LANDLORD OR BROKER AND THEIR DULY DESIGNATED REPRESENTATIVE(S) AND ABANDONMENT Landlord or Broker and their duly designated representative(s) may enter the Premises in order to do any one or any of the following

- a. Upon reasonable notice to Tenant(s) and at reasonable times:
 - i. Inspect the Premises.
 - ii. Make necessary or requested repairs, decorations, alterations, improvements or perform other work.
 - iii. Supply necessary or agreed services.
 - iv. Exhibit the Premises to prospective or actual lessees, mortgagees and purchasers, workmen, contractors, appraisers and/or representatives of any Owner's Association.
- b. Enter the Premises at any time in the case of an emergency, without prior notification.
- c. If Tenant(s) refuse to allow or otherwise prevent access to the Landlord or Broker as provided herein, Landlord or Broker may obtain injunctive relief to compel access and may terminate this Lease Agreement. In either case, Landlord or Broker may recover actual damages sustained and reasonable attorney's fees.
- d. Tenant(s) shall give Landlord or Broker notice of any anticipated extended absence of Tenant(s) from the Premises in excess of seven (7) days. During such absence of Tenant(s), Landlord or Broker may enter the Premises at reasonable times to inspect the Premises. In the event that Tenant(s) fail to give such notice, Landlord or Broker may recover from Tenant(s) any actual damages sustained.

15. LANDLORD OR BROKER'S INABILITY TO DELIVER POSSESSION TO TENANT(S). If Landlord or Broker is unable to deliver possession of the Premises to Tenant(s) on the beginning date of this Lease Agreement,

through no fault of Landlord, Landlord is not liable to Tenant(s) for any damages other than to rebate any rent paid by Tenant(s) in advance and to return any security deposit which has been paid by Tenant(s). If Landlord or Broker cannot deliver possession of the Premises or provide Tenant(s) with a similar residential unit acceptable to Tenant(s) within fifteen (15) days of the beginning date of this Lease Agreement, this Agreement can be terminated by either Landlord or Broker, or Tenant(s), or by giving of notice provided herein.

16. **CASUALTY DAMAGE.** In the event of damage to the Premises by fire or other casualty, Landlord or Broker shall repair the same within a reasonable period of time after service upon Landlord or Broker of written notice of such damage by Tenant(s). If the Premises or any part thereof is damaged by fire or other casualty to such an extent that the enjoyment of the Premises is substantially impaired, Tenant(s) may immediately vacate the Premises and serve on Landlord or Broker a written notice within fourteen (14) days thereafter of the intention of Tenant(s) to terminate this Lease Agreement, in which case this Lease Agreement terminates as of the day of vacating. In the event that Landlord or Broker and Tenant(s) cannot agree as to the question of habitability, the decision of the building inspector for the locality where the Premises are located will control in this regard.
17. **CONDEMNATION.** If all, or a substantial part, of the Premises shall be acquired for any public use by the right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, this Lease Agreement and all rights of Tenant(s) under it shall immediately terminate. The rent shall be adjusted as of the time of such acquisition, but Tenant(s) shall have no claim against Landlord or Broker for any value of the unexpired term, nor shall Tenant(s) be entitled to any part of the condemnation award of purchase price in lieu of such award.
18. **LIABILITY OF LANDLORD OR BROKER.** Neither Landlord or Broker shall be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or into the Premises of water, rain, snow, ice, sewage, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of the deliberate or negligent act of Landlord or Broker, and Tenant(s) shall give prompt notice to Landlord or Broker of any of the foregoing occurrences, however caused.
19. **PETS.** Tenant(s) shall not keep pets on the Premises without signing and executing a Pet Addendum and having prior written authorization of the Landlord or Broker. Should this authorization be granted, Tenant(s) acknowledge that such consent may be revoked if the Landlord receives any complaints. Tenant(s) further agree to assume all liability and responsibility for any and all damage caused by said pet(s) including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or repaired or replaced, to pay the cost of having the Premises treated for flea and tick removal by a professional exterminator at the termination of occupancy, and to provide paid receipts of such service. Consent is hereby granted to keep the pet(s) indicated on Page 1 on the Premises.

An additional fee of **SEE COVER PAGE** will be paid by Tenant(s) for the privilege of keeping pets on the premises. This fee is non-refundable and will not be applied to damages. Be it further understood and agreed that should these monies not be sufficient to satisfy claims under this paragraph, the Landlord or Broker may use funds deposited as the Security Deposit shown above.
20. **REPRESENTATIONS IN RENTAL APPLICATION.** The Lease Agreement was entered into based upon the representations of Tenant(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect, or untrue, Landlord or Broker may immediately terminate this Lease Agreement and notify Tenant(s) to vacate the Premises.
21. **FINANCIAL RESPONSIBILITY.** If the Landlord or Broker is required to pay money or other consideration to Tenant(s), Tenant(s) agree that such financial obligation(s) will be satisfied solely from the Landlord or Broker's estate and interest in the Premises, and the real estate upon which the said Premises are situated, and the improvements of which it is part, or the proceeds thereof, so that Landlord or Broker will incur no individual/personal liability for such financial obligations.
22. **NOTICE.** All notices shall be in writing and will be given by regular mail or email, with the party giving notice retaining a certificate of mailing which may be a U.S. Postal Certificate of Mailing, or may be a certificate on the notice

itself; or by hand delivery with the party giving the notice retaining proof of delivery of the notice which may be a certificate of the notice itself. Hand delivered notices shall be delivered in accordance with Chapter 8 of Title 8.01 of the Code of Virginia (1950), as amended.

23. CANCELLATION. Lease ends on date specified on page one, unless terminated in accordance with any other applicable provision of this Lease Agreement, or in accordance with applicable Virginia law. There will be no automatic renewal of this Lease Agreement. Tenant(s) must surrender possession of the Premises in good and clean condition, with the exception of reasonable wear and tear; and must pay for all damages or assessments for damages made by Landlord or Broker against Tenant(s), in accordance with the provisions of this Agreement, or as the Landlord or Broker shall see fit.
24. ACTION BY LANDLORD OR BROKER UPON DEFAULT BY TENANT(S). Under Virginia Law, and this Lease Agreement, Landlord or Broker may terminate this tenancy during the term of the Lease Agreement upon one of the following:
- a. Material Noncompliance by Tenant(s) Failing to Pay Rent When Due. Tenant(s)' rent is due and payable on the first (1st) day of each calendar month. If Tenant(s) fail to pay such rent after Landlord or Broker has served a five (5) day material noncompliance notice of failure to pay rent, or pay or quit notice as applicable, Tenant(s) are in default, and Landlord or Broker may terminate this Lease Agreement in accordance with law.
 - b. Material Noncompliance by Tenant(s) Which Can Be Remedied Within 21 Days. If Tenant(s) commit this type of material noncompliance, Landlord or Broker may serve on Tenant(s) a material noncompliance notice stating that if Tenant(s) do no remedy the specified noncompliance(s) within twenty-one (21) days, if the noncompliance(s) be remediable at all, Landlord or Broker will terminate this Lease Agreement in thirty (30) days.
 - c. Repeat Violations. If Tenant(s) have been served with a prior written notice which required Tenant(s) to remedy a breach, and Tenant(s) remedied such breach, where Tenant(s) intentionally commit a subsequent breach of a like nature as the prior breach, Landlord or Broker may serve on Tenant(s) a (30) day termination notice. Such notice must make reference to the prior breach of a like nature and state that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant(s) an opportunity to remedy such subsequent breach.
 - d. Non-remediable Violations. If Tenant(s) commit material noncompliance which is not remediable, Landlord or Broker may serve on Tenant(s) a termination notice stating that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Tenant(s) an opportunity to remedy such breach. If a breach of Tenant(s)' obligations under the Virginia law, or the Lease Agreement, involves or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, Landlord or Broker may terminate the Lease Agreement immediately by giving of an appropriate written notice.
 - e. Material Noncompliance by Tenant(s) which can Be Remedied by Repairs, Cleaning, or Replacement. If Tenant(s) commit a material noncompliance which could be remedied by repair, cleaning or replacement, Landlord or Broker may place Tenant(s) on notice that Landlord or Broker is going to make the repair, cleaning or replacement on a certain date, and that the itemized bill for same will be submitted to Tenant(s) as an obligation and due and payable within thirty (30) days, or such other time period as Landlord or Broker may specify in a written notice to Tenant(s). If such obligation is not paid in a timely fashion as provided in the written notice to Tenant(s), such obligation becomes due as additional rent payable at the next rent due date.
 - f. Acceptance of Rent with Reservation. Unless Landlord or Broker accepts the rent with reservation, and gives a written notice to Tenant(s) of such acceptance, acceptance of periodic rental payments with knowledge of a material noncompliance, or default, by tenant(s) constitutes a waiver of the Landlord or Broker's rights to terminate Lease Agreement. If Landlord or Broker has given Tenant(s) written notice that the periodic rental payments have been accepted with reservation, Landlord or Broker may accept full payment of all rental payments, damages and other fees and still be entitled to receive an order of possession terminating the Lease Agreement. Any rental payment received after judgment and possession has been granted to Landlord or Broker against Tenant(s), but prior to eviction, will be accepted with reservation, and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with Tenant(s).

- g. Remedies Available to Landlord or Broker upon Termination of Lease Agreement. Upon termination of the Lease Agreement, Landlord or Broker may proceed to obtain possession of the Premises by the filing of an unlawful detainer summons in a court of competent jurisdiction, and in addition, seek a money judgment for any physical damages there may be to the Premises. Landlord or Broker may further seek a money judgment for any actual damages sustained as a result of Tenant(s)' default and breach of the Lease Agreement, as provided by Virginia Law. Upon termination of the Lease Agreement, Landlord or Broker may treat the security deposit as provided in other provisions of this Lease Agreement, appropriate addenda hereto, and applicable Virginia law.
25. WAIVING OF BREACH NOT GENERAL WAIVER. If Landlord or Broker waives a noncompliance or breach by Tenant(s) with the Lease Agreement, or with the law, such waiver shall not be interpreted as a waiver of any subsequent breach of noncompliance or breach, and this Lease Agreement shall continue in full force and effect.
26. SUBORDINATION. Tenant(s) agree that this Lease Agreement is subordinate to the lien of any existing or future deeds of trust or mortgages placed on the Premises, and Tenant(s) agree to execute whatever additional agreements may be required to so subordinate this Lease Agreement. Landlord or Broker reserves the right to assign any of Landlord or Broker's rights under this Lease Agreement at any time.
27. SEVERABILITY. If any provisions of this Lease Agreement are in violation of the law or equity, it is agreed that the remaining provisions are in full force and effect.
28. DISCRIMINATION. Landlord and Broker do not discriminate against Tenant(s) in the provisions of services, or in any other manner, on the basis of race, color, religion, sex, national origin, familial status, elderliness, or handicap.
29. REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION. For purposes of this Lease Agreement, if Tenant(s)' noncompliance with the Lease Agreement or the law causes Landlord or Broker to employ an attorney at law, Tenant(s) agree to pay a reasonable attorney's fee, as well as all costs of collection recoverable under Virginia law.
30. RULES AND REGULATIONS. Tenant(s) shall abide by all existing Rules and Regulations of Landlord or Broker, applicable to the Premises, and by such other rules and regulations which may be imposed from time to time by Landlord or Broker. Tenant(s) acknowledge that Tenant(s) have read such existing Resident Handbook, which is posted on our website and made part of this Lease Agreement. Tenant acknowledges that any violation of the Rules and Regulations by Tenant(s) or others on the Premises with the consent of Tenant(s) shall be considered a material noncompliance or breach of this Lease Agreement for which Landlord or Broker shall be entitled to appropriate relief under Virginia law.
31. SUBLEASE: In the event of any sublease of the property by Tenant(s), rental applications from all prospective subtenants shall be submitted to and approved by the Landlord or Broker prior to their taking occupancy, and an administrative fee equal to one-half month's rent shall be payable by Tenant(s). An application fee of \$35.00 must accompany each application.
32. RE-LETTING:
- A. Should Tenant(s) wish for the Landlord to re-let Tenant(s) apartment, an administrative fee equal to one-month's rent shall be paid by Tenant(s).
- B. Tenant(s) will remain responsible under all terms of the LEASE AGREEMENT until the Landlord finds an approved applicant and the new tenant(s)' LEASE AGREEMENT begins.
33. CONDITION:
- A. Property is accepted "as is" unless noted herein.
- B. Landlord and Broker agree to deliver the premises in a fit and habitable condition by 4:00 p.m. on the first day of the LEASE AGREEMENT or reduce the rent on a pro-rata basis until possession is granted.

34. LEAD PAINT: Tenant(s) agree that they have been notified about lead paint hazards (if property was built prior to 1978) and are welcome to have a lead paint test conducted at Tenant(s)' expense; however, the Landlord and Broker are not obligated to remove paint. Tenant(s), if they so choose, may have this act performed at Tenant(s) expense.
35. LOCK OUTS:
- A. During normal business hours (8 a.m. to 5 p.m., Monday through Friday, excluding holidays), any Tenant locked out of his or her apartment and needing the Landlord or Broker to open the door will be charged a fee of \$35.00 for entry. Should Tenant come to the office, he or she may pick up a key to the apartment at no charge if it is returned immediately and before the close of business on the same day.
- B. Landlord will not unlock any door after office hours. Tenant(s) must call a locksmith.
36. MAINTENANCE:
- A. Tenant(s) shall be responsible for the following: unclogging toilets and drains, the replacing of fuses, light bulbs, smoke detector batteries, and the flipping of circuit breakers.
- B. If Landlord or Broker responds to a maintenance request which results in Landlord repairing an item which is damaged by the Tenant(s)' actions or neglect, the Tenant(s) will be charged for the repair.
- C. Tenant(s) agree to remove all window air conditioners in the winter.
37. SMOKING: Our properties are all non-smoking. In an effort to provide healthful, clean apartments for our current and future tenants, we do not allow any smoking inside of our units. If you must smoke on our property outside of the dwelling, you are required to collect and dispose of your smoking products, byproducts and paraphernalia. If butts, ash, or other byproducts have to be removed from your unit's grounds, there will be a minimum fee assessed of \$35.00. If you or your guests are found to be smoking within the unit, please note that it is a violation of your LEASE AGREEMENT and your lease could be terminated at the Landlord/Broker's discretion.
38. VEHICLES:
- A. Tenant(s) agree not to do any car repair at or about the premises.
- B. Due to local fire ordinances, motorbikes and motorcycles must be parked away from the building and parked in designated parking spaces only. Bicycles may not be stored on landings or attached to any railing or any part of the building.
- C. Abandoned vehicles, or those that appear to be abandoned or not fully operable (expired or no license plates, without current inspection stickers, missing wheels, improperly or illegally parked, etc.) which are parked on the property will be subject to immediate towing (without notice) at the owner's expense.
- D. The Landlord furnishes _____reserved off-street parking space(s) with this apartment. All off-street parking space assignments are issued upon move in. .
39. WINDOWS: Windows and sliding glass doors may be covered by drapes, blinds, or curtains. Sheets, flags, or similar articles are not permitted as window coverings.
40. AREAS OFF LIMITS:
- A. Tenant(s), Tenant(s)' visitors and authorized occupants shall not play in the driveway, parking areas, common halls, or stairways.
- B. Tenant(s) Tenant(s)' visitors, authorized occupants, employees, or agents shall not at any time enter upon any roof or in any attic of the building unless required to do so in an emergency.
41. DISTURBANCES: As specified in your LEASE AGREEMENT, use and occupancy of the property by Tenant(s) shall be consistent with the rights, privileges, and welfare of all other tenants. Therefore, Tenant(s) shall not use, permit, or suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission (stereos, televisions, internet, etc.) in such a manner that the sounds emanating there-from or caused thereby are audible

beyond the interior of the apartment; and Tenant(s) shall not permit any noisy, offensive, or dangerous conduct by Tenant(s), Tenant(s)' family, or guests.

42. TELEPHONE AND CABLE: Telephone and cable lines are neither maintained nor altered by University Apartments, LLC. Any alterations, additions, or required repairs will be at Tenant(s) expense. Alterations and additions of any telephone, cable, or satellite TV lines require approval from University Apartments, LLC.
43. ALTERATIONS: Tenant(s) agree not to make alterations, installations (including installation of additional locks and chain latches) without the express prior written consent of the Landlord. Such consent shall not be unreasonably withheld, but the Landlord may require Tenant(s) to return the premises to its original condition when the term is completed. No space heaters will be permitted on the premises. No signs, lights, antenna wires, satellite dishes or other additions may be installed on the exterior of the premises or in the windows.
44. WATER BEDS: Water beds are not permitted on the property.
45. TRASH: All trash must be disposed of in black trash bags (brush and leaves are to be disposed of in clear plastic bags, which are available for free from the city). If your LEASE AGREEMENT includes the use of a dumpster or trash toter, all trash must be placed inside the dumpster; any trash placed outside of the dumpster will be removed at an additional fee to Tenant(s) of not less than \$35.00. If your LEASE AGREEMENT does not include the use of a dumpster or trash toter, Tenant(s) is required to purchase an outside weatherproof/animal proof trash can(s) for street placement of trash. Tenant(s) is also required to purchase trash stickers to place on all trash (cans) if applicable in your jurisdiction. We suggest purchasing a yearly decal to attach to your trash can(s). Stickers can be purchased directly from the City/Town, or at many local grocery stores. Tenant(s) is required to follow all trash ordinances for the district in which tenant(s) will be living in during the lease.
46. HOLDOVER TENANT(S). If anyone does not return the keys and vacate their residence on the indicated VACATE DATE, he/she will be considered a holdover tenant and subject to substantial charges allowed under the LEASE AGREEMENT which includes the damages sustained by Landlord or Broker by the Tenant(s) holding over including but not limited to storage, hotel, meals, mileage, etc., payable to the new Tenant(s), or at Landlord or Broker's election a rate of \$150.00 per day for each day after the vacating date Tenant(s) stay in possession of the Premises, as well as for the payment of the fair market rent as determined by computing the prorate rental for the leased Premises multiplied by the number of days Tenant(s) hold over.
47. DISCLOSURE OF BROKERAGE RELATIONSHIP: Landlord or Broker and Tenant each confirm that in connection with this transaction, the Listing Broker and the Leasing Broker, and their salespersons have acted on behalf of Landlord or Broker as Landlord or Broker's representatives.
48. MODIFICATION, APPLICABLE LAW AND SUCCESSORS. This Lease Agreement constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Landlord or Broker and Tenant(s). This Lease Agreement shall be construed, interpreted and applied according to Virginia law and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, assignees, and sub-lessees of the parties.
49. APPLICATION: This Lease Agreement is entered into based upon information given by Tenant(s) on attached application(s) which become a part of this Lease. Tenant(s) must advise Landlord or Broker in writing of any changes to said application information.
50. LEAD-BASED PAINT. This paragraph applies only if the building in which the Premises is located was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and regulations promulgated pursuant thereto.
--- Attached to this Lease and made a part hereof by this reference is a fully executed "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Bases Paint Hazards."
51. SIGHT UNSEEN RENTALS: We will do our best to adequately describe any of our rental units to you; however, tenants are strongly urged to personally preview the rental unit before signing a lease. Should the tenant decide to rent

a property sight unseen, University Apartments, LLC (Landlord) will not be held responsible for any misinterpretations or problems that would have been avoided had the tenant personally inspected the property prior to the execution of the lease. Landlord makes no warranties as to the “description” of the property. NO REFUNDS AND NO SUBSTITUTIONS WILL BE CONSIDERED.

52. **MOLD INFORMATION AND PREVENTION: ABOUT MOLD:** Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

- . **PREVENTING MOLD BEGINS WITH YOU:** In order to minimize the potential for mold growth in your dwelling, you must do the following:
 - a. **KEEP YOUR DWELLING CLEAN:** particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy foods.
 - b. **REMOVE VISIBLE MOISTURE ACCUMULATION ON WINDOWS, WALLS CEILINGS, FLOORS AND OTHER SURFACES AS SOON AS REASONABLY POSSIBLE:** Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor, (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and (3) hang up your towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.
 - c. **PROMPTLY NOTIFY US IN WRITING ABOUT ANY AIR CONDITION OR HEATING SYSTEM PROBLEMS YOU DISCOVER:** Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
 - d. **PROMPTLY NOTIFY US IN WRITING ABOUT ANY SIGNS OF WATER LEAKS, WATER INFILTRATION OR MOLD:** We will respond in accordance with state law and the LEASE AGREEMENT to repair or remedy the situation as necessary.
 - e. **TO AVOID MOLD GROWTH:** It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as the following:
 - f. Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
 - g. Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerators, or A/C drip pans or clogged up A/C condensation lines;
 - h. Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
 - i. Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive pot cooking;
 - j. Leaks from clothes dryer discharge vents (which can put a lot of moisture into the air); and
 - k. Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
 - l. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES:** (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant ®, Pine-Sol Disinfectant ® (original pine-scented), Tilex Mildew Remover ®, or Clorox Cleanup ®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach that can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without

WELCOME TO YOUR NEW HOME!

We are pleased to welcome you to your new home with University Apartments, LLC. University Apartments, LLC is a subsidiary of Neighborhood Properties, Inc., which has been leasing and maintaining quality neighborhoods in and around Charlottesville since 1991. The Neighborhood team wants to make your stay as enjoyable as possible, so please review this information carefully and get in touch with any questions you may have about your property. We're always happy to hear from you.

Management Office Information

Address: 1025 Wertland Street, Charlottesville, VA 22903
Telephone: (434) 977-9000
Fax: (434) 971-8020
Email: leasing@u-aps.com

Hours: Monday-Friday 8:00 a.m. – 5:00 p.m.
Saturday 9:00 a.m. – 5:00 p.m.

Utility Connections

For any utility that is not covered in your lease agreement, please contact the necessary utility companies at least two weeks prior to move-in to insure that the service(s) will begin on your lease start date. Please keep in mind that it is the resident's responsibility to get the following utilities (indicated with a check mark) connected:

Utility Contact Information

WATER/SEWAGE & NATURAL GAS – CITY OF CHARLOTTESVILLE GAS & WATER

Phone: 1-434-970-3211
Website: www.charlottesville.org/utility

*For 10 University Circle and 68 University Way, the residents must get the cooking gas connected for the use of stove and oven.

ELECTRICITY - DOMINION VIRGINIA POWER

Phone: 1-866-366-4357
Website: www.dom.com

TELEPHONE – CENTURYLINK

Phone: 1-888-723-8010
Website: www.centurylink.com

CABLE TV - COMCAST CABLE COMPANY

Phone: 1-800-COMCAST (266-2278)
Website: www.comcast.com

INTERNET SERVICE PROVIDERS

Comcast
www.comcast.com
1-800-XFINITY (1-800-934-6489)

CenturyLink
www.centurylink.com
1-877-611-5532

Rent Payments

Rent is due on the 1st of each month. Please make checks or money orders payable to: **University Apartments, LLC** and make sure to always note your address on the memo line of the check. Rent can be paid in a number of ways:

- By bringing a check or money order to our office. If our office is closed when you come by, there is a drop slot located at the door on the left side of the building for your convenience after hours.
- By mailing the check or money order to the office. Please note that we do not go by the post mark. Your check must be RECEIVED in the office by the due date specified in your lease to avoid a late fee.
- Upon move in, when you provide us with your email address, you can sign in to your AppFolio Tenant Portal and pay rent online.
- By paying through credit card in our office or calling over the phone. There is a processing fee for this method of payment.

Late Fees

We allow a five-day grace period for delays in postage. Any rent not in our office or the drop box at our office by midnight on the 5th day of the month will be charged a late fee without exception.

Maintenance

For maintenance requests please call us at the office and we will be happy to assist. We aim to resolve any requests with little inconvenience to you. For same-day maintenance requests, please call us as early as possible so that may fit your request into our maintenance schedule. While we strive to meet your expectations and provide prompt maintenance response, please be aware that we may need to prioritize requests or order parts for repairs. If you prefer to use e-mail, please contact us at: leasing@u-aps.com

In case of an emergency outside of office hours please call our emergency line at (434) 972-1976.

A listing of what is considered an emergency for maintenance after office hours follows:

- Fire (call 911 first – immediately)
- Gas leak -call City Gas Department first – (434) 970-3211
- Main sewer stoppage
- Any water leak (other than faucet leak) that cannot be controlled temporarily or could damage floors or ceilings
- Toilet stopped up if apartment has only one bathroom
- No heat in entire unit if temperature is below 45°
- No air conditioning if temperature is above 90°
- No hot water
- No electricity in majority of apartment
- Refrigerator not working

We handle all aspects of maintenance that occur in the course of normal wear and tear; however, if we respond to a maintenance request which results in our repairing an item which is damaged by resident actions or neglect, the resident will be charged for the repair based on a time and material basis.

The following is a list of items that our residents are responsible for:

- Unclogging toilets and drains
- Replacing light bulbs
- Replacing smoke detector batteries
- Flipping circuit breakers or replacing fuses

Again, we welcome you and hope you enjoy your new home with University Apartments, LLC!