Management Services Installment Lease Agreement

MANAGEMENT SERVICES CORPORATION OF CHARLOTTESVILLE AND ITS EMPLOYEES WORK FOR THE OWNERS OF THE RENTAL PROPERTIES WHICH MANAGEMENT SERVICES CORPORATION OF CHARLOTTESVILLE IS A LICENSED REAL ESTATE BROKER IN THE COMMONWEALTH OF VIRGINIA. THEY MANAGE. MANY OF THE EMPLOYEES ARE LICENSED VIRGINIA REAL ESTATE SALESPERSONS AND BROKERS.

MANAGEMENT SERVICES CORPORATION OF CHARLOTTESVILLE AND THE OWNERS THAT IT REPRESENTS DO BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP

FAMILIAL STATUS, ELDERLINESS, OR NATIONAL ORIGIN.
(THIS IS A LEGALLY BINDING CONTRACT BETWEEN TENANT(S) AND LANDLORD WITH AGENT, MANAGEMENT SERVICES CORPORATION OF CHARLOTTESVILLE, REPRESENTING LANDLORD; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE BEFORE SIGNING.)

Si usted no entiende Inglés, entonces usted debe encontrar alguien traducir este documento para usted. Muchas Gracias

Services Corporation of Charlottesville, 780 Madison Avenue, Charlottesville, Virginia (herein called "Agent" or "Management") and Refer to Cover THIS LEASE AGREEMENT ("Lease"), made as of , by and among <u>Refer to Cover Page</u> (herein called "Landlord"), Management

WITNESSETH

<u>,...</u> Resident covenants and agrees to pay as rental the amounts as itemized on the Cover Page. from Landlord, upon the terms and conditions herein set forth, that certain property known as a/an Refer to Cover Page, at Refer to Cover Page, at Refer to Cover Page, and ending at noon on Refer to Cover Page, and (herein called "the Premises") for the term commencing at noon on Refer to Cover Page, and THAT IN CONSIDERATION of the premises, rents and covenants herein, Landlord hereby leases to Resident, and Resident hereby rents and hires

checks returned for insufficient funds. to pay an additional charge or a late fee of \$75.00. Resident agrees to pay an additional charge of \$50.00, in addition to the late fees, for all time to time designate to Resident in writing. In the event an installment payment is received on or after the 6TH of the month, Resident agrees be deemed paid when RECEIVED by Management at P.O. Box 5186, Charlottesville, Virginia 22905, or such other place as Landlord may from installments are payable by the first day of the second month of this Lease and by the first day of each ensuing month thereafter. The first installment is due the first day of the month in which the Lease begins, regardless of your Lease start date. The remaining rent Rent shall

do not wish to make online payments, personal checks, money orders and cashier's checks are also accepted transaction fees. If you use a credit card, there is a small transaction fee of 2.49%. Fees are subject to change with proper notification. If you can see your payment on your ledger right when you make it. Using an electronic ACH transfer from your account to pay rent is FREE with no THE 10TH OF EACH MONTH. We encourage Residents to make online rent payments at www.msc-uva.com. It is easy and convenient, and you Services Corporation of Charlottesville". ONLY CASH, CASHIER'S CHECK, CERTIFIED CHECK, OR MONEY ORDER MAY BE ACCEPTED ON OR AFTER FIRST BE APPLIED TO ALL PAST DUE BALANCES AND THEN TO CURRENT BALANCES DUE. Please make all checks payable to "Management such payments to Mortgagee (Beneficiary). Personal checks will not be accepted after two incidents of returned checks. ALL PAYMENTS WILL Resident shall provide Landlord with a copy of such notice. Each such Resident shall be fully protected from all claims of Landlord in making Landlord due to an event of default, Resident shall then comply with such notice until further notice from Landlord, Agent, or Mortgagee, and in the event that Landlord's mortgagee ("Mortgagee") officially notifies Resident that rental payments shall be made to Mortgagee instead of

Ņ SECURITY DEPOSIT: In addition to the rental payment, Resident hereby deposits in advance with Landlord the following sums:

Refer to Cover Page [Non-Refundable Restoration Fee (Refer to cover page) due upon execution of Lease

Refer to Cover Page [Refundable Deposit (Refer to Cover Page) due upon execution of Lease

Refer to Cover Page | Non-Refundable Administrative Fee (Refer to Cover Page) due upon execution of Lease

the list of defects that Landlord shall deliver to Resident within five (5) days of the Lease commencement date. Resident shall deliver in writing and within (5) days thereafter any additional preexisting damages which Resident may discover or Landlord's list shall be accepted as a true and accurate description of the condition of the premises at the time of occupancy. Failure to return said list within 5 days from commencement date will indicate Resident's acceptance of responsibility for any and all damages, whether preexisting or not Upon commencement of the Lease, Resident acknowledges receipt, in good condition, of the premises and all its equipment, excepting

of termination of tenancy and delivery of possession, less any charges that Landlord may deduct from said deposit in accordance with Virginia Code § 55.248.15:1, as amended. Resident may request in writing, at least five days prior to the final move-out inspection of the Premises, to be present at said inspection. If any portion of the deposit is retained by Landlord, Landlord shall forward to Resident, within the time period the Policies and Procedures Handbook. If Resident has fully complied with all the provisions of this Lease, including the Policies and Procedures Handbook, and has thoroughly cleaned and has completely vacated the Premises in good condition (reasonable wear and tear excepted), Landlord will dispose of said deposit within the time period specified in the applicable provisions of the Code of Virginia, in effect at the time The Refundable Reservation Deposit is to be heid by Landlord as security for faithful performance by Resident of all the terms of this Lease and

Lease at that time. to the Resident listed below. If no name is provided and a security deposit return is prepared, it will be made payable to all Residents on the should one be made, when this Lease expires. By providing a name below, Resident gives Management the right to return the security deposit Tenant Act, unless otherwise agreed in writing, the Landlord must list the name of each Resident on the check for the security deposit return, carpet. Normal wear and tear excepted, further stipulated in the Policies and Procedures Handbook. Per the Virginia Residential Landlord and painting duties, basic steam cleaning or wax and buff floors. to the Premises incurred during the Lease term. In exchange for the payment of this fee, Landlord agrees to perform certain cleaning and forth under Virginia § 55.248.15:1, as amended. The Non-Refundable Restoration Fee is to be retained by Landlord to offset any actual damages reporting to and complying with the Commonwealth of Virginia Treasury's Unclaimed Property Program and the applicable requirements set by the Resident. (THE DEPOSIT MAY NOT UNDER ANY CONDITIONS BE DEDUCTED BY RESIDENT FROM ANY RENTAL PAYMENTS). Further, any provision of this Lease, the deposit may be used by Landlord to apply against any actual damages incurred by Landlord due to said default \$25.00 non-refundable administrative fee will be required to cover the cost of handling the disbursement of said deposit, and if necessary, Resident agrees to notify Landlord, in writing, of his/her new address as soon as the Premises are vacated. In the event Resident defaults on specified in the aforementioned Code section, an itemized accounting of the proceeds that are being retained and the reasons therefore. Charges may be assessed for excessive cleaning or stains and/or damage to the

_
Varne o
o
_
63
Qe.
검
or Resident I o v
≥
2
om Securi
ý
5
3
ऱ
Ď
ő
ပ္ပ
7
~
=
Deposit Will Be Made Payable
3
fade
æ
Pava
S
Õ
Ω.

- Ś law, including the disposition of said Application Deposit in accordance with Virginia Code § 55-248.6:1, as amended Failure to take possession of the apartment unit will result in Landlord exercising all rights and remedies available to Landlord under Virginia Also, upon the effective date of the Lease, all money paid as a Non-Refundable Restoration Fee will be held and applied as stipulated herein. Upon the effective date of the Lease, all money paid as a Refundable Reservation Deposit will be held and credited as Resident's security deposit. APPLICATION DEPOSIT: All money paid upon signing of this Lease will be deemed an Application Deposit until the effective date of the Lease.
- 4 malfunction, or failure of the above services by Resident and has made timely efforts to repair them. inconvenience arising from such interruption or failure to function properly, where Landiord has been notified of any such interruption, This Lease shall not be terminated because of interruption of any services, or the failure of any appliance to function properly or because of any must provide the Landlord with positive proof of identification before any package will be relinquished from the Landlord's place of business. however, the Landlord is not responsible for any loss or damage to any parcel delivery that is delivered to its place of business. The Resident any service not expressly provided for in this Lease. From time to time the Landlord may accept at its place of business parcel deliveries, Landlord shall not be responsible for or liable for delivery of messages, telephone answering service, mail or parcel delivery, nor for
- Ņ damaged under any circumstances, unless proximately caused by Landlord's negligence or the negligence of any of the Landlord's agents. Resident agrees to keep the Premises clean at all times, trash and garbage is to be removed at least twice a week; dirty dishes shall not be left the parking lot sidewalk. Landlord is not responsible for repairing broken glass, window panes, screens, doors, or patio door glass out in order to prevent mice and roach problems; carpets are to be vacuumed and cleaned regularly; floors are to be kept cleaned any local municipality or by any state or federal agency, and/or not under the ownership or control of Landlord. Resident is responsible for MAINTENANCE OF PREMISES: Landlord shall be responsible for keeping and maintaining at its cost and expense the exterior walls, roofs, electric keeping clean, clear, and unobstructed his or her own entrance and the steps and walkways, if any, leading to his or her private entrance from Occupants, Resident's family member(s), or guests, but Landlord in no way assumes liability for maintenance of areas otherwise maintained good and sanitary order, except where the damage and disrepair thereto has been caused by abuse or negligence of Resident, Authorized water, gas and sewage pipes, heating, system, and appliances (excepting any of the above for which the municipality is responsible) in broken or
- ഗ and any resulting damages. up to 60 degrees in the event pipes are in danger of freezing. Resident will pay to repair all pipes that may burst, due to his or her negligence, FROZEN PIPES: Resident agrees not to turn heat below 60 degrees to prevent freezing of pipes. Resident agrees to allow Landlord to turn heat
- 7 Landlord due to Resident's failure to have the subject unit and/or leased premises ready and available for the scheduled treatment caused or contributed or exacerbated by the Resident, Authorized Occupants, or by the Resident's family members or guests, as provided herein. for any such remediation and/or treatment costs incurred by the Landlord due to any such insect or pest infestation that is either proximately dwelling unit and/or in said leased premises. Resident further understands and acknowledges that he/she shall be held liable and responsible including but not limited to Bed Bugs, and Resident is to promptly notify the Landlord of the existence of any such insects or pests located in said dwelling unit and/or leased premises that he/she occupies free from insects and pests, as those terms are defined under applicable Virginia law, INSECT AND PEST INFESTATION: Resident understands and acknowledges that he/she is responsible for keeping and for maintaining the subject Accordingly, the Resident does hereby further agree to reimburse the Landlord in full for any extermination charges or costs incurred by the that exceed the normal costs incurred during the regularly scheduled treatment, including but not limited to any costs incurred by
- 00 and Procedures Handbook governing common areas and parking. Common areas are those areas designated for the use in common by all written permission of the Landlord. Landlord cannot provide tools or other equipment to Resident. Resident agrees to abide by the Policies charcoal or gas grills are permitted on patios or balconies. No yard sales, garage sales, moving sales or the like are permitted without the accumulation or personal belongings, tires, trash, etc. No clotheslines, clothing, towels, or linens are to be strung on patios or balconies. COMMON AREAS, GROUNDS, AND PATIOS: Resident agrees that grounds and patios are to be kept clear and unobstructed, (i.e.) no storage residents including but not limited to parking lots, walk ways, clubhouses, and swimming pools.

- ω or to do away with any reserved parking spaces or programs licensed and registered or they will be towed. Landiord reserves the right to issue parking permits for parking at any time he deems necessary, on the premises. Trailers, boats, commercial vehicles, campers, or the like are not permitted on the Landlord's property. All cars must be fully requirements are subject to being towed at the owner's expense. No maintenance of any kind on any motorized vehicle shall be performed licenses or permits shall be permitted to remain on the premises without approval of the Landlord. Vehicles in violation of these VEHICLES: No vehicle with flat tires, in an unsightly state of repair; jacked up on supports, inoperable or without current state, city, or county
- 6 PETS AND FIREARMS: Pets are not allowed without the express written consent of Landlord, which must be obtained BEFORE the pet is brought onto the Premises. Resident understands that there will be additional fees charged in the event that permission for a pet is given. Firearms are not allowed on the Premises
- H POSSESSION: Landlord agrees that in the event of the failure of Landlord to deliver possession of the Premises at the time herein agreed, then Resident shall not be liable for rent until such times as Landlord delivers possession.
- ij REPAIRS: Resident agrees that he/she will take care of the premises and fixtures and equipment therein, and upon the expiration of the negligence, or that of Authorized Occupants or Resident's family, invitees, employees or agents. failure to promptly report any defect and for all necessary repairs in the premises or in the equipment thereof caused by his/her own APPLIANCES OR PARTS THERETO AS SOON AS RESIDENT IS AWARE OF THEM. Resident agrees to pay for all expenses caused by his/her Resident shall be responsible for all repairs which are in excess of ordinary wear and tear. Accumulation of grease or the injuring of walls, confirm or shall be responsible for all repairs which are in excess of ordinary wear and tear. ACSIDENT FURTHER AGREES THAT HE WILL GIVE LANDLORD PROMPT WRITTEN NOTICE OF ANY DEFECTS IN THE PREMISES OR IN ANY OF THE EQUIPMENT, rental period, or any extension thereof, will leave the premises thoroughly cleaned and in good condition, ordinary wear and tear excepted.
- μ̈ Resident; consent shall not be unreasonably withheld. If Landlord or its Agent reasonably believes that an emergency exists which requires the Premises to prospective purchasers, mortgagors, and residents, and/or any other purpose permitted under Virginia law. Such entries shall not be so frequent as to unreasonably disturb Resident's peaceful enjoyment of the Premises. Such entries shall take place with prior notice to MANAGEMENT ENTRY: Landlord may enter the Premises for the following purposes: to inspect the leased Premises; to make repairs; to show redecorating, repairing or remodeling the Premises. immediate entry, such entry may be made without Resident's consent. Resident agrees to allow access and occupancy to workmen for
- 4 Resident shall be liable as follows: to file an appropriate unlawful detainer action and to pursue subsequent eviction proceedings. Landlord's chosen recourse to any of the above member, or guest for any illegal purposes, Landlord shall have the right as permitted under applicable Virginia law to terminate this Lease and looking to a disposition of the Premises or any part thereof; or (7) the use of the Premises by Resident, Authorized Occupant, Resident's family it is due; (5) Resident's denial of any right reserved in the Lease to Landlord; (6) the institutions of legal proceedings by or against Resident abandonment of the Premises; (3) the filing of bankruptcy or insolvency proceedings by or against Resident or the appointment of a Receiver or FAILURE TO PAY RENT; BREACH OF COVENANTS; BANKRUPTCY: In the event of (1) Resident's material breach of this Lease, (2) Resident's cited breaches shall not deprive it of any other action or remedy permitted by law. Should Landlord pursue any such unlawful detainer action, Trustee of his or her property; (4) Landlord not receiving any payment of rent installment or other charge by the fifth day of the month for which
- ល For all installments of rent and other charges for the remainder of the term of this Lease or until a new lease is signed, whichever first
- ō brokerage, advertising, and other such administrative expenses. For all expenses which may be incurred by Landlord in connection with re-renting the Premises, including, but not limited to,
- For any court costs and legal fees incurred by Landiord, including, but not limited to, reasonable attorney's fees
- o c processing all civil papers, research, lease investigation, conferences with counsel, collection expenses, etc For a collection fee of 25% of the amount sued for under this Lease, payable to the Agent for, but not limited to, the Agent's cost for
- መ which Landlord or Landlord's Agent may use if attempting to collect past due rent installment payments, late fees or other charges from Resident, both during the term of the Lease and thereafter. Resident expressly authorizes Landlord or Landlord's Agent (including a collection agency) to obtain Resident's consumer credit report
- ij waiver of Landiord's rights under this Lease the month for which it is utilized without the consent of Landlord to extend it to one or more additional months, and in no way constitutes a agrees in writing, a schedule of timely and consistent partial payments may be utilized to enable Resident to fulfill his or her obligation to pay right of Landlord, or affect any notice or legal proceedings, unless both parties shall agree otherwise in writing. Any payment made after initiation rent under this Lease. court proceedings, or after Resident receives notice of material non-compliance or other breach of the Lease, will be accepted with Where Resident offers in writing reasonable cause of inability to pay the full amount of the rent when due and where Landlord Acceptance by Landlord of partial payment of rent or other charges shall not be considered nor construed to waive any Landford's agreement to such a method of payment shall not, however, operate as an acceptance of this method beyond
- 5 Section 14 of this Lease, Landlord shall have the lien granted by the law upon all property of Resident located in or on the Premises. LIENS: In the event of any default by Resident in the payment of rent which would give Landlord one or more of the remedies available under

- 17. by Resident upon the expiration of this Lease. waterbeds will be permitted on the premises without proof of insurance acceptable to Landlord and Landlord's prior written consent. of an additional security deposit. No electric space heaters, kerosene heaters or wood burning stoves will be permitted on the premises. ALTERATIONS: Resident agrees not to make afterations, installations (including installation of additional locks or chain latches), repairs or Resident agrees that any change or alteration made to the premises shall, at the option of the Landlord, become a fixture and a permanent part Landlord may require Resident to return the premises to its original condition when the lease term is completed and may require the payment redecorations of any kind to the premises without the prior written consent of Landlord. Such consent shall not be unreasonably withheld but premises, and if this option is exercised by the Landlord, such a change or afteration shall be deemed a fixture and shall not be removed
- ö in the case where a separate lease has been signed for each bedroom in the apartment. apartment united located within the community of Refer to Cover Page. References to the apartment unit not leased in its entirety apply only or transfer any renewal lease concerning said apartment unit and to assign any such renewal lease to another bedroom within a different by the deadline set by Landlord, the parties hereto further expressly agree and acknowledge that Landlord has the expressed right to non-renew RENEWAL: This Lease shall automatically terminate on the expiration date of this Lease. If the current apartment unit is not leased in its entirety
- 19 relocation costs, legal costs including reasonable attorney's fees and court costs, and vendor charges. be liable for any damages suffered by Landlord as a result of the Resident's failure to vacate, including but not limited to: marketing costs, rent installment payments for the duration of the holdover period as provided for under Virginia Code § 55-248.37, as amended. Resident shall termination date, the Landlord may bring action for possession. in order to permit Landlord to rent and to meet the requirements of a new residency. Should Resident fail to vacate on or before the TO VACATE: Fuffilment of the requirements of the Resident to vacate the premises on or before the termination date is essential The Resident shall be responsible for 150% of the per diem rate of monthly
- 20. condition of the Premises and its contents. reasonable wear and tear excepted. Landlord will inspect the Premises, in Resident's presence if requested in writing by Resident, to verify the over to Landlord the Premises, all its fixtures and equipment in good and substantial repair; thoroughly cleaned and in sanitary condition, 10 days of the Lease end date will be disposed of by Landlord in accordance with applicable Virginia law. Before departure, Resident shall turn VACATING: Upon termination of the Lease, Resident shall completely vacate the Premises, including the removal of all his or her property. No Virginia law. Resident shall pay for all costs of removal and/or storage of such property. Any item left behind by Resident not claimed within is not removed, Landlord may dispose of same at its discretion, without any liability to Resident for damage or loss in accordance with applicable right of storage is given by this Lease, and Landlord has no duty to protect Resident's possessions against loss. In the event Resident's property
- and obligations are to remain with and to be honored by Resident accept in any way the Resident's contractual and/or statutory duties and obligations relative to the leased Premises or otherwise; all such duties event of an abandonment and/or of Resident's notified absence as provided herein, Landiord shall not be responsible for nor will it assume or give Landlord the right to possession and the option to terminate this Lease, and to remove any remaining personal effects therein and dispose ABANDONMENT: Vacant or apparent abandonment of the Premises (whether or not the keys are returned and accepted by the Landlord) shall Resident will be absent from the apartment in excess of 7 days as provided under applicable Virginia law. Notwithstanding the foregoing, in the of the same in a manner within its sole discretion in accordance with applicable Virginia law. Resident is required to notify Landlord when
- or invitees, is unreasonably injurious or damaging to Landlord and/or to the rights, privileges or welfare of the other occupants of the apartment community, Landlord may terminate this Lease as provided for under the Virginia Residential Landlord and Tenant Act disturb the quiet enjoyment of any other Resident in the building of which the leased premises are a part. To avoid disturbances from overcrowding, the maximum number of persons allowed in an apartment at any given time should not exceed 10 depending on the size of the that no use shall be made or permitted to be made of the premises, or any part thereof, and no acts done therein that may unreasonably QUIET ENJOYMENT/USE OF PREMISES: Landlord covenants that Resident, on paying the rent and performing the covenants and conditions dwelling and no more than 6 persons are permitted on balconies at one time. In the event that Resident's conduct, or that of his/her family Authorized Occupant, whether or not such person is a member of the family of the Resident, shall occupy the premises. Resident covenants Resident as a private dwelling and for no other purposes. No other persons other than those signing this Lease as Resident or listed as contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the premises. The premises shall be occupied only by
- 23 14 day notice to the other, be terminated as of the expiration of the 14 day notice as provided by Virginia Code § 55-248.24, as amended, and event of such partial destruction as to render the premises unfit for occupancy, the term hereby created shall, at the option of either party upon Landlord's negligent failure to keep said premises in reasonable repair. RESIDENT IS REQUIRED TO MAINTAIN AND PROVIDE LEGAL LIABILITY INSURANCE FOR DAMAGE TO THE LANDLORD'S PROPERTY FOR NO LESS THAN THE FOLLOWING CAUSES OF LOSS: fire, smoke, explosion, backup or overflow of sewer, drain or sump pump, water damage, and falling objects. In the event of the destruction of the leased premises by fire, INJURY, DAMAGE, OR DESTRUCTION: Landlord shall be liable to Resident only for any damages to Resident's person or property by reasons of amount for the period during which repairs are completed the premises with reasonable speed and, if Resident continues to occupy for the duration of such repairs, the rent will be reduced by a reasonable the accrued rent shail be paid up to the time of such termination. If neither party desires to terminate the Lease, Landlord shall enter and repair explosion, the elements, or otherwise through no fault or negligence of Resident, Authorized Occupant, Resident's family or guests, or in the
- 4,2 REQUIRED INSURANCE: For the duration of the Lease, each Resident is required to maintain and provide the following minimum required insurance coverage:

\$50,000 limit of Liability for Resident's legal liability for damage to the Landiord's property for no less than the following causes of loss; fire,

smoke, explosion, backup or overflow of sewer, drain or sump, water damage, falling objects and collision with vehicles ("Minimum Required insurance").

Required insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase. Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Minimum Resident is required to furnish Landlord with evidence of Minimum Required Insurance prior to occupancy of the leased premises and at the time of each lease renewal period. If at any time Resident does not have Minimum Required Insurance, Resident is in breach of the

be satisfied by Landlord, who may schedule the Resident or their unit for coverage under the Landlord's Required Resident Liability Insurance Policy ("LRRL"). The coverage provided under the LRRL will provide the Minimum Required insurance coverage listed above. An amount equal to the total cost for LRRL coverage shall be charged to Resident by the Landlord. Some important points of this coverage, which Resident should understand are: more is required. If Resident does not maintain Minimum Required Insurance, the Minimum Required Insurance provision of the Lease may of Resident's choice. If Resident furnishes evidence of such insurance and maintains such insurance for the duration of the Lease, then nothing the Minimum Required Insurance provision of the Lease. Resident may obtain such insurance from an insurance agent or insurance company Resident may obtain renters insurance, personal liability insurance, legal liability insurance or any other insurance product provided that it meets

- LRRL is designed to fulfill the Minimum Required Insurance provision of the Lease. The Landlord's Agent is the Named Insured and Landlord is an Additional Insured under the LRRL Resident's not the Named Insured under the LRRL policy. The Resident's rights (if any) under the LRRL policy are limited.
- N LRRL coverage is not personal liability insurance or renter's insurance. Landlord makes no representation that LRRL covers the If Resident needs any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's or property damage to any third party in such amounts as might be provided under a renter's insurance or similar policy. Residents' personal property (contents), additional living expenses, off-premises exposures, or liability arising out of bodily injury
- လ any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Coverage under the LRRL policy may be more than the cost of Minimum Required Insurance obtainable by Resident elsewhere. Minimum Required Insurance provision of the Lease.
- 4. Licensed insurance agents may receive a commission on the LRRL policy.
- Ġħ Agent as an Administration Fee for monthly administration, reporting, processing, and handling. to the insurance company as premium, (\$0.154) in surplus lines taxes and stamping fees, and three dollars (\$3.00) retained by The total cost to the Resident for LRRL coverage shall be ten dollars (\$10.00) per month. This acomprised of (\$6.846) payable

Scheduling under the LRRL policy is not mandatory and Resident may purchase Minimum Required Insurance from an insurance agent or Lease, then coverage under the LRRL policy will be terminated by the Landlord. company of Resident's choice at any time. Provided such coverage meets the Minimum Required Insurance provisions of the

- ž date of this Lease, all copies of the keys to the premises must be returned to the offices of Management. Failure to do so will result in a charge KEYS: In the event that Resident gets locked out of the premises during office hours, a key may be obtained from the Management office to the Resident to replace or rekey all locks. PROVIDE ACCESS TO THE UNIT; KEYS WILL NOT BE RELEASED TO ANYONE WHO IS NOT A PARTY TO THE LEASE. On or before the expiration for the cost of the labor and materials to rekey the lock. POSITIVE PROOF OF IDENTIFICATION WILL BE REQUIRED BEFORE LANDLORD WILL Landlord must be returned by the close of business that day or Resident agrees to allow Landlord to rekey the lock. Resident agrees to pay exceed \$77. Landlord makes no promise that any employee will be able to deliver a key after hours. Keys which are loaned to Resident by other such place as Landlord may designate to Resident in writing. If a key is delivered after office hours, Resident agrees to pay a fee not to
- ģ NOTICES: Notices may be served upon Resident in person, by regular mail, text, or by email, pursuant to Virginia Code § 55-248.6, as amended, Lease, must be presented or mailed to the Management office located at [Refer to Cover Page] or such other place as Landlord may designate trade, or lease the addresses on our lists to anyone. Written notice of termination to Landlord, as well as other written notices required in this have notice sent and received in paper form, please so notify Management in writing of this election. Management does not sell, rent, loan, responsibility to notify Management if the contact information listed below changes during the Lease term. Further, should Resident elect to email and text messaging (*standard text messaging fees may apply - to opt out simply respond "stop" to the text message). By providing current and accurate contact information below Resident acknowledges and agrees to this provision and will accept notice via whether or not said mailing is accepted by Resident. Management will provide notice to residents as deemed necessary via electronic delivery. It is the Resident's

Phone:	Phone:	Phone:	Phone:	Phone:
Text:	Text:	Text:	Text:	Text:
Email:	Email:	Email:	Email:	Email:

Email: Email:	· Text:	Phone: Phone:
Err	Text:	Phone:
En	Text:	Phone:
m	Text:	Phone:

- 27. FURTHER, RESIDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING: LEAD BASED PAINT AND ASBESTOS DISCLOSURE, IF APPLICABLE AGREES TO COMPLY WITH IT, INCLUDING ANY REASONABLE MODIFICATIONS WHICH LANDLORD MAY MAKE OF WHICH RESIDENT HAS NOTICE AND AGREES THAT THE POLICES AND PROCEDURES HANDBOOK IS INCORPORATED BY REFERENCE INTO THIS LEASE, AND RESIDENT FURTHER RESIDENT HEREBY ACKNOWLEDGES RECEIPT OF THE POLICIES AND PROCEDURES HANDBOOK (KNOWN AS RESIDENT HANDBOOK)
- 28 CONSENT AND WAIVERS: It is expressly stipulated that all covenants herein are independent. Express and implied warranties of habitability shall not extend beyond those areas or those repairs for which Landlord has assumed responsibility.
- 29. AUTHORITY: All Residents named herein are jointly and severally liable for all terms and conditions of this Lease
- ş, UTILITIES AND EQUIPMENT: The Landlord agrees that he will furnish those utilities and equipment listed on the Cover Page
- 2 Resident hereby agrees to pay a utility fee or bill for water, sewer, gas, or trash disposal if such is listed on the Lease Cover Page due and under Section 32 of this Lease. payable as additional rent. Resident responsibility for Utilities varies by Property. Resident understands and agrees to abide by Utility reserves the right to suspend any utility fee at any time with thirty (30) days written notice and exercise the cost recovery options listed the following: water, sewer, gas, electricity, trash removal, internet, and recycling, and as further defined on the "Cover Page". Landlord due on the first of each month, subject to the terms and conditions outlined in Section 1 above. Utilities are defined as any one or all of policies as indicated on the Lease Cover Page and in the attached "Utility Coverage, Cost, and Billing" addendum. This fee or bill shall be
- (B) Resident is responsible for contacting local utility companies to initiate services for which Resident is responsible, and Resident must maintain those services through the term of the Lease to avoid damage to the Premises. SERVICE MUST BE INITIATED ON OR BEFORE THE LEASE
- 31. WATER, SEWER, AND GAS RIGHT TO SUBMETER: Landlord reserves the right to separately meter or to sub-meter the premises for water and any applicable administrative fees. Landlord's Agent will bill the Resident for its water and sewer or gas consumption based on its pro-rated share of the Landlord's total bill and sewer/wastewater or gas at any time during the term of this Lease and until Resident vacates the premises. Landlord shall provide Resident with sixty (60) days prior written notice of said separate metering or sub-metering of the premises. Resident shall permit Landlord access to the premises to make alterations necessary for the installation of a separate or sub-meter. In the event of such sub-metering, Landlord or
- 8 APPLIANCES: No washer, dryer, portable dishwasher or other appliances may be installed in any unit without the written permission of the Landlord. Any costs incurred to remove these items or repair any item in the apartment caused by violation of this provision will be billed to
- 42 POLICIES AND PROCEDURES HANDBOOK: Resident hereby acknowledges receipt of the Policies and Procedures Handbook and including any reasonable modifications which Landlord may make of which Resident has notice. agrees that the Policies and Procedures Handbook is incorporated by reference into this Lease and Resident further agrees to comply with it
- 35 ORDINANCES AND REGULATIONS: Resident and Landlord agree not to violate any county or city ordinance, or state or federal law. Resident of this Lease pursuant to Virginia Code § 55-248.31, as amended member(s), or guests, or any arrests for such activity in or around Agent managed Apartments, will lead to immediate termination by Landlord of legal drugs, is expressly prohibited by state and federal law. Such activity engaged in by Resident, Authorized Occupants, Resident's family anything that might create a hazard or fire on the Premises. Resident acknowledges that the sale, distribution or use of illegal drugs or abuse agrees not to commit or permit any waste or nuisance in or about the Premises, or keep any combustible materials in the Premises or do
- 36, ASSIGNMENT: In accordance with Virginia Code § 55-248.7(E), as amended, it shall be within the Landiord's sole discretion whether or not to of Landiord in advance. Sublets and Rerentals are subject to fees. provide subletting or re-rental services to Resident. Resident cannot engage in sublets, transfers or Resident changes without written permission
- 37. VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT: This agreement is governed by the Virginia Residential Landlord and Tenant Act. In the event any provision in this Lease or the Policy and Procedures conflicts with the requirements of that Act, the Act shall control and the conflicting provisions of this Lease or the Policy and Procedures will be considered deleted.
- 88 TELECOMMUNICATION SERVICES: Resident understands and agrees that, at all times during the term of the Lease, Landlord shall have the absolute right to determine who shall provide cable television service to the Premises. Landlord may replace the then-current provider of cable

providing telecommunications services to the Resident. addresses, telephone numbers, electronic mail addresses and Lease terms to the provider(s) of network access, cable television and telephone services for the Premises. Any information disclosed to said provider(s) is solely for the use of the provider(s) for the express purposes of Resident and any such provider of cable television service. Resident hereby consents and gives Landlord permission to disclose Resident's name, service, and to replace any such provider at any time, shall not be diminished or affected by the existence or terms of any agreement between television service with some other provider of such service. The absolute right of Landlord to determine who shall provide cable television

- attorning to such parties, they will permit Resident to remain in possession of the premises and to have quiet enjoyment thereof pursuant nondisturbance, in a form reasonably acceptable to Resident, by Landlord's future mortgagees, providing, in substance, that upon Resident's SUBORDINATION: Resident agrees that this Lease is and shall be subordinate in lien, dignity, and priority to the lien of any mortgage or deed the provisions of this Lease. by Resident and become effective if, as and to the extent that Resident shall have been given in writing as agreement of quiet enjoyment and foreclosure. It is understood, however, that such subordination by Resident as to any future mortgages or deeds of trusts shall only be given Landlord's mortgagees or purchasers at foreclosure from deeds of trust encumbering the premises or grantees under deeds in lieu of trust placed upon the premises by Landlord. Resident agrees further to attorn to Landlord's successors in interest and assigns,
- \$ REPRESENTATIONS IN RENTAL APPLICATION: This Lease was entered into based upon the representations of Resident(s) contained in the Rental terminate this Lease and notify Resident(s) to vacate the Premises. If any of those representations are found to be misleading, incorrect, inaccurate and/or untrue, Landlord may immediately
- 4 MOLD AND MILDEW: Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Apartment clean, property as well as injury to Resident, Authorized Occupants, Resident's family member(s), and guests resulting from Resident's failure to comply and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; to the management office: (1) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident agrees to immediately report and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Apartment;
- 42. MODIFICATIONS: Any modification requested by Resident will require Landlord approval and may require a fee. All modifications of this Lease shall be in writing and executed by both parties; NO ORAL MODIFICATIONS OR AGREEMENTS HAVE BEEN MADE OR SHALL BE MADE.
- 4 PHOTOGRAPHY: By signing below you agree to release, hold harmless and indemnify Owner and Owner's representatives from and against all photograph involving the above mentioned name(s) (See <u>Cover Page</u>). This photograph may be used in web or print media. claims, demands, costs, expenses (including attorney's fees), and cause of action arising out of or in any manner relating to any personal damage from use of photography of your apartment. The undersigned releases Management of any liability that might be associated with the use of a
- 4 Management does not recommend that a prospective Resident sign a lease agreement for an apartment home they have not seen. Although comfortable signing a lease for an apartment you have not seen, we urge you to inform a team member so that we can make those many apartments within a certain community may be similar and may even have the same floor plan, they will never be identical. Although we make every effort to show the apartment you will sign for, sometimes conditions beyond our control make that impossible. If you are not

is not limited to, floor plan variations, floor or carpet style, fixtures, cabinet style, appliances, etc.). the apartment he/she is renting may be different than the apartment shown to him/her by our Marketing Department (which may include, but are made to show a specific apartment. In some cases, showing an apartment may not be possible at all. Resident agrees sand understands that Please understand that all apartments are rented on a first come, first served basis and that no apartments will be "held" while arrangements

- 45. FINAL AGREEMENT: This Lease contains the final and entire agreement between the parties hereto and no party to this Lease shall be bound by any term, condition, or representation, oral or written, not set forth or provided within it.
- **4** EXECUTION OF THIS AGREEMENT: In lieu of an original signature to this agreement, Landlord will accept a valid and legitimate electronic agreement, and he or she waives any challenge to validity of this agreement based on Resident's endorsement by electronic and/or facsimile and/or facsimile signature of the Resident. In so doing, Resident hereby acknowledges his or her endorsement and acceptance of this

Refer to Cover Page

		Resident	Resident	Resident	Resident	Resident
Authorized Agent	By:			and the second s		
Agent		Date	Date	Date	Date	Date
**************************************	Date:	Resident	Resident	Resident	Resident	Resident
***************************************	,	. Date	Date	Date	Date	Date

UPDATED: 5/7/2018
(THIS FORM REPLACES ALL PREVIOUS VERSIONS) (TO BE USED FOR MAIN OFFICE LEASES ONLY)

© MANAGEMENT SERVICES CORPORATION OF CHARLOTTESVILLE - 2003

