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# **CHARLOTTESVILLE APARTMENTS, LLC**

## **RESIDENTIAL LEASE AGREEMENT**

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# LEASE AGREEMENT

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# Charlottesville Apartments, LLC

## Executive Summary of Lease

We've included this "executive summary" of important Lease information for your convenience; however, it's not a substitute for reading the Lease. We intend for our relationship to be positive, mutually beneficial, and non-adversarial; it will work best if both parties understand their responsibilities and do what they're supposed to do. This Lease defines those responsibilities. Below are highlights of the Lease that you should be aware of and remember.

1. **Lease Requirements:** Before you can be given a Lease: (1) You must submit a completed Lease Agreement, (2) Pay a refundable Security Deposit, and (3) Provide to us with a Residential Lease Guaranty. Your Lease terms are enumerated on the *Summary of Lease Terms* page that will be attached to your Lease.
2. **Rent, Other Charges & Obligations:** Before moving in, you must: (1) Pay the first month's rent, (2) Pay the Refurbishing Fee, (3) Provide us with proof of renter's insurance, and, (4) install carpeting in the living areas. Rent is due on the 1<sup>st</sup> of every month and may be paid by check or electronically. If your rent is late, there will be a \$50 Late Rent Charge, plus a \$10 charge per day. If you have more than one Resident per bedroom, add \$100 to the base rent for each additional person. For example, if you're renting a four-bedroom apartment and you want six people to live there, add \$200 to the base rent for the extra two people.
3. **Financial Responsibility:** Everybody in the Residence is responsible for all debts. If someone moves out, or fails to move in, the remaining group is responsible for the entire amount. We'll try to collect from the ex-tenant or their parents under the Residential Lease Guaranty, but, if we're unsuccessful, the remaining group members are responsible. Any unpaid fees or charges relating to your Lease will be deducted from the entire Security Deposit.
4. **Noise & Damages:** You agree to live quietly (in apartments, you can't have loud parties, use sub woofers, play drums, use amplified musical instruments, etc.). You agree to not damage the Residence. If you or your guests damage your Residence or our surrounding property, you're responsible for all associated costs. You agree to keep the inside and outside of your Residence clean and free of all junk and trash. You agree to report damage, or other Property problems, to us immediately. If you let problems go unattended, more damage might occur that you'll be responsible for. Your *Move-in Package* contains useful information about the apartment that you may not be aware of; reading it carefully will help prevent needless damage and billable service calls.
5. **Used Furniture:** Because used furniture is often infested with bedbugs, roaches, or other pests, it is never a good idea to buy used furniture for your residence. Any infestation that you cause is your responsibility and the cost of treating this infestation will be deducted from your Security Deposit.
6. **Parking:** If your Property has assigned parking, use only your space. If you or your guests park in the wrong space, in "no parking" areas, double park, or block the dumpster, your car may be towed.
7. **Trash & Recycling:** Our trash service utilizes "single stream recycling" and will separate your trash for you. Please place your trash in heavy-duty trash bags before putting it in the dumpster or trashcans. If your property has a dumpster, never block the dumpster with trash, old furniture, or vehicles; the truck can't empty it if you do.
8. **No Illegal Drugs:** If you or your friends use or produce any illegal drugs anywhere on the Property, you are subject to eviction.
9. **Absolutely No Pets or Other Animals:** You cannot have any pets or other animals; not even for a visit.
10. **Grills:** Because of the risk involved with open fires, grills may only be used in designated areas, never in the building, on decks, or porches.
11. **Protecting Hardwood:** You *must* cover 75% of the floor surface area in the bedrooms and living room with rugs and pads *before* you move in. Also, you can't have waterbeds, water filled furniture, or large fish tanks.
12. **Utilities:** To prevent damage, in winter leave the heat no lower than 55°; in summer, leave the AC no higher than 85°. Turn water mains off when leaving for extended times (in 1815, the turn-off is in the laundry room above the water heater). At Lease end, leave utilities on for 5 days so that we can refurbish your apartment.
13. **Security Deposit Return:** One check will be sent to the Contact Person (who knows who lived in each room and who may have caused what damage) for appropriate distribution within 45 days after the lease ends.
14. **Refurbishing Fee:** Each Resident must pay a non-refundable, one time, \$295 Refurbishing Fee (explained in *Section 5* of the Lease) *before* you move in.
15. **Renter's Insurance:** For our mutual protection, you *must* to obtain Renter's Insurance *before* you move in and provide us with proof of that insurance. For more information, see Section 11 of this Lease.

# Charlottesville Apartments, LLC

## Residential Lease Agreement

### **1. Legal Contract**

This Lease Agreement, once signed and accepted by Charlottesville Apartments, LLC, on behalf of the Property Owner, will be a legally binding contract and you will be bound by all of its terms and conditions, including rent payments, whether or not you subsequently move in, or move out of, the Residence. If you don't understand any part of this Lease, you should seek competent advice before signing it. This Lease is modeled after the *Virginia Residential Landlord & Tenant Act* and the University of Virginia *Student's Bill of Rights*. If you don't comply with the requirements of this Lease, or of any law applicable to this Lease, you will be in violation of the Lease and may be evicted.

### **Executive Summary**

Even though this Lease is written in plain English, many people don't take the time to read it. While not a substitute for reading the entire Lease, many salient points are listed in the *Executive Summary* on the preceding page.

### **Date**

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

### **Persons**

This Lease is being made between the tenants, listed on the *Signature Page* of this Lease, and the Limited Liability Company that owns this property (the Owner), listed on the *Summary* page. The Owner has contracted with Charlottesville Apartmentst, LLC (the Landlord) to manage this Property on its behalf and to act as its agent in all matters relating to leasing and managing the Property. In consideration of the rent, and the mutually agreed to rights and obligations of the respective parties, the Owner leases to the Residents, and the Residents lease from the Owner, a Property on the terms and conditions stated in this Lease and on the attached *Summary of Lease Terms* page.

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

### **Property**

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

### **2. Term of Lease**

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

### **3. Rent & Other Charges**

You agree to pay the rent and other Lease related costs as stated on the *Summary of Lease Terms* page and in this Lease. We prefer that you pay your rent electronically; more information can be found in the *Move-In Information* on the 'Current Residents' page of our website. However, if you pay by check, we'd prefer *one* check. If you pay your rent with multiple checks, there's a \$10 processing charge for each additional check. Please note, you must pay the entire rent either by check or electronically; we cannot accept a combination of checks and electronic payments. If you share a bedroom with a roommate, there's an additional monthly charge of \$100 for each extra person. For example, if you have six people in a four-bedroom apartment, add \$200 to the base rent for the extra two people.

You also agree to pay as additional rent, a *Refurbishing Fee*, as stated on the *Summary of Lease Terms* page and described more fully in Section 5, *Condition of Property*. This is a one time, per person fee, and is not refundable. If you don't pay the Refurbishing Fee it will be deducted from your Security Deposit along with a \$50 processing charge.

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

You agree to pay the first month's rent and your *Refurbishing Fee* before you move in. Thereafter, rent is due on the 1<sup>st</sup> of each month, if paid by check, or on the 5<sup>th</sup>, if paid electronically. The residence is priced and leased by the year and the rental payments are divided into 12 equal portions for simplicity. The first and last month's rent is not prorated.

### **Due Without Demand**

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

### **Rent Payment by Check**

Mail *one* check for the rent to Charlottesville Apartments, 1940 Blue Ridge Road, Charlottesville, VA 22903. The rent is considered “on time” if it’s *postmarked* by the 1<sup>st</sup>. If any of your checks “bounce,” you may be required to make future rental payments with a certified check or money order.

### **Due without Reduction or Offset**

Rent is due without deductions. If you reduce your rental payment, you’ll be in violation of the Lease and subject to eviction if you made the deduction without the right to do so under the *Virginia Residential Landlord & Tenant Act*.

### **All Residents are Responsible for All Debts**

All Residents living in the Property are individually and jointly responsible for paying the rent and any other charges due under this Lease. If one roommate moves out, the remaining individuals are responsible for paying the rent and other charges. We’ll try to collect from the person who moved out, but ultimately, the remaining Residents are responsible.

### **Late Charges**

If paid by check rent is considered on time if it is postmarked no later than the 1st. If rent is paid electronically it is considered on time if the transaction is initiated between the 1st and the 5th of each month. There is a \$50 late fee plus \$10 per day for each day your rent is late. If the due date is a Sunday or a holiday, the next business day will be considered on time. Late charges are sometimes billed as they occur, but are usually deducted from your Security Deposit.

### **Returned Check Charges**

If you pay your rent with a check and it is returned unpaid for any reason, you’ll be charged a *Returned Check Charge* of \$25 plus the *Late Rent Charge* of \$50, plus \$10 for each day that it is late.

## **4. Possession**

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

## **Occupancy and Use**

No one other than the Residents listed on the Signature Page of this Lease may occupy the Property without our written approval. We reserve the right to exclude anyone from the Property other than the listed Residents. If you permit anyone on the Property who we have previously excluded, this Lease may be terminated

You may only use the Property, its utilities, facilities, and appliances for ordinary and reasonable residential purposes.

## **5. Security Deposit**

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

### **Return of Security Deposit**

When you move out, we’ll inspect the Property to determine how much it will cost to return it to the same condition as it was when you moved in. All tenants are individually and jointly liable for the costs of all repairs and cleaning not covered by the *Refurbishing Fee* (less normal wear). Future tenants expect and deserve a carefully maintained residence.

- A. We will return the Security Deposit within 45 days after the end of the Lease along with an itemized list of damages and deductions. The Security Deposit refund will be one check that we’ll send to the Contact Person who is responsible for its appropriate distribution to the other Residents. The Contact Person knows who lived in which room and who may have caused what damage.
- B. If you request in writing to be present at the inspection, you’ll be notified of the date and time.
- C. You may inspect our records of deductions to your Security Deposit, by appointment, during our regular business hours; just contact us. We can also email you a copy, if that’s more convenient.
- D. You may not use your Security Deposit as a portion of your last month’s rent; doing so is a violation of this Lease and Virginia Statute, which states in part: “No Resident may withhold payment of all or any portion of the rent from the last payment period of a Residential Rental Agreement on the grounds that their security deposit should serve as payment for the remaining rent.”

## **6. Condition of Property**

You agree to examine the Property including appliances, fixtures, furniture, and grounds subject to this Lease to confirm that they are in good repair, structurally safe, and clean. You must tell us about any hidden defects (those not noted during your initial inspection) within the first seven days of moving into the Property, otherwise any damages that exist when you move out will be your responsibility. Other than what is written in this Lease, or on the *Special Provisions* page, you acknowledge that we have not made any promises regarding the Property or to any intended repairs, alterations, or improvements.

### **Fit Premises**

We stipulate that the Property is currently fit for residential use and that we'll comply with all applicable building and housing codes that materially affect health and structural safety. Please email us about any problems and we'll make all repairs and do whatever is reasonably necessary to keep the Property fit and habitable. Any damage that you or your guests do will be repaired and charged to you.

### **Keys**

We'll give you one front door keys (or the combination lock access code), two bedroom door keys, and one mailbox key, as applicable. You may purchase additional keys from us for \$10 each. You're required to return all original and duplicate keys to us when you move out. Lost keys will be deducted from your *Security Deposit*. If you're locked out during normal business hours, you will be charged a lock-out charge of \$35, otherwise it's a \$70 charge. If we're not available you may have to call a locksmith, listed in Section 21, *Repair Personnel*. You're responsible for all locked-out charges.

### **Original Condition**

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

### **Refurbishing Fee**

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

## **7. Alterations**

You may not alter, improve, paint, or redecorate your Residence without our written permission. If you violate this condition, or if you damage the Property in any way, the full cost of restoring the Property to its prior condition will be charged to you. All alterations and improvements that you make to the Property, with or without our consent, remain with the Property when you move, unless otherwise agreed.

### **Pictures**

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

### **Security Devices**

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

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

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

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

You acknowledge that you understand and agree that all Rules, Regulations, or Policies now in effect, or that may be adopted at a later time, are a part of this Lease as if they were written into it and that you and your guests are obligated to comply with these Rules. We may change our Rules, and after we notify you in writing of any changes, the modified Rules, Regulations, or Policies are binding on all parties.

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

You agree to keep the interior of the Property clean and safe at all times and to frequently remove all garbage, trash, and waste and place it in your trashcans or the dumpster. Accordingly, you will not do anything that encourages infestation on the Property by rats, roaches, bedbugs, ants, flies, or similar pests.

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

You agree to keep the exterior of the Property neat and clean at all times. No personal items, trash, used furniture, or anything of that nature, may be kept on the grounds of the Property or on any of the exterior porches, decks, patios, or hallways. You may not put any furniture on the porches, decks, patios, or grounds of the Property unless the furniture is of an outdoor type. You may not leave trash outside of your front door. If trash is found outside of your Residence and we have to remove it you will be charged a disposal fee.

### ***Plumbing Fixtures***

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

### ***Needed Repairs***

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

### ***Equipment Failure***

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

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

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

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

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

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

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

Lastly, neither you nor your guests may do anything objectionable or improper that annoys your neighbors. You may not do anything unlawful or conduct any profit-oriented business on the Property. These activities are a violation of this Lease and may be grounds for eviction.



### **Trash Pick-Up & Recycling**

Because our trash company utilizes “single stream recycling”, you don’t need to separate your recyclable items; it’s all done for you. Depending on your Property, we provide either trashcans or a dumpster. Trashcans are picked up once a week, usually on Wednesday. Take the cans to the street on the evening before pick up day and remove them from the street no later than that afternoon. For dumpsters, put all trash and garbage in heavy-duty, plastic trash bags. Never throw loose garbage into the dumpster; it will soon start to smell and to attract rodents and insects. The dumpster is emptied twice a week and more often during move-in and move-out times.

### **Damage by Resident**

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

### **Reimbursement by Resident**

You agree to reimburse us for all of our costs for any repairs or damages caused by you or your guests. This may include damage from plumbing problems, damage from windows or doors being left open, or from any other cause.

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

### **Illegal Drugs**

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

### **Waterbeds**

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

### **No Smoking**

In general, you may not smoke inside your house or apartment. However, you may smoke on your porch or patio, on the grounds of the Property, or in the parking lot.

### **Grills**

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

### **Local Codes**

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

### **Pets or Other Animals**

All of our properties have a strict “No Pets or Animals” policy. This means you may not keep or allow an animal of any kind to visit the Property, even for a short time. Any unauthorized pets or animals on the Property will automatically result in a charge to your *Security Deposit* for fumigation, cleaning, and any damages, as well as an *Unauthorized Animal Fee* of \$150. Upon notification, the animal must be immediately removed. If not removed within 7 days you will be charged another *Unauthorized Animal Fee*. These charges will continue to occur until the animal is removed. Additionally, you are responsible for all costs associated with eliminating any infestation caused by the animal’s presence. This may include numerous treatments by a Pest Control Specialist and the loss of rents due that Property (and potentially other adjacent Properties) because they are uninhabitable because of the infestation’s persistence. As incredible as it may seem, we recently had an infestation in one of our properties where the total costs associated with remediation was over \$5,000! Don’t let this happen to you and your group!

Fish tanks containing more than one gallon of water, whether or not they contain fish, are not allowed unless we approve of them in advance. In all cases, you’re liable for any damage caused by your fish tank even if you’re not at fault in causing the damage.

### **Pest Control**

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

### **Used Furniture**

Because used furniture is often infested with pests, it's not a good idea to buy used furniture for your residence. Any infestation that you cause is your responsibility and your *Security Deposit* will be charged accordingly.

### **Carpeting**

To minimize noise and to protect hardwood floors, you **must** cover approximately 75% of the floor area of each bedroom and living room with a carpet and pad **before** moving in your furniture. **You will not be allowed to move in until carpets and pads have been installed.** Rooms that are not properly carpeted will automatically incur an additional charge of \$250 per room. If you install wall-to-wall carpeting, do not allow your installer to put any nails in the floor or to damage or remove any molding. You're responsible for any damage. Tile floors don't require carpeting.

### **Utilities**

If you're responsible for utilities in your Property: Contact the City of Charlottesville for water and gas, Dominion Power for electricity, Comcast for TV and Internet, and Ting for gigabit Internet. To protect the Property from damage, leave the heat set to no lower than 55° in the winter and the AC to no more than 85° in the summer. To prevent flooding, turn water mains off when leaving for extended periods. Because we need to refurbish your Residence before you move in and after you leave, you must schedule utility service initiation and termination for June 1<sup>st</sup>. If you don't have the Utilities connected accordingly, we'll have to do so and charge you a \$25 processing fee for each billing cycle in addition to the usage for that period.

### **Hazards**

You may not do, or allow anything to be done, that will increase the risk of fire or that will increase the cost of our insurance. Because keeping gasoline or any combustible material on the Property is dangerous, you agree not to use or store anything flammable or explosive on the Property. Violating this provision is serious and may result in your eviction.

### **Motor Vehicles**

You may not repair or service motor vehicles, or any part of a motor vehicle, on the Property. Things like oil changes, lubrication, and fluid changes are not allowed and may be a violation of environmental laws. You may not store motor vehicles (including motorcycles or scooters), or parts of motor vehicles, anywhere on the Property other than in the designated parking area.

### **Bicycles**

Bicycles must be stored on bike racks (if provided) and never stored in the hallways or chained to any railings. Bicycles found anywhere other than in the bike racks will be moved. Abandoned bikes will be donated to Good Will.

### **Parking**

Because parking is limited, all spaces (even those marked "Handicapped") are reserved for Residents. While each Resident is not guaranteed a parking space, each house or apartment is allotted certain parking spaces for their exclusive use. If numbered parking stickers are provided for your car, display them on the left bottom corner of the rear window and park only in the numbered space that matches the number on your parking sticker. There are no guest spaces. Additional parking spaces, or street parking permits, may be available for purchase for your property. Contact us to inquire about additional parking for your specific Residence and the associated costs.

### **Towing**

If parking stickers are provided, they must be displayed on your car. Cars may be towed if they do not have valid parking stickers, are not parked in their designated space, are parked in "no parking" areas, are double parked, or are blocking the dumpster. Never park in another person's space, you may be towed. All towing is at the driver's expense.

## **9. Landlord's Right of Entry**

We may enter the Property at any reasonable time to inspect, make repairs, or to show the Property. We will not abuse this right of access or use it to harass you. Unless there is an emergency, or it's not practical to do so, we'll give you reasonable notice of our intent to enter. In an emergency, we may enter the Property without your prior consent.

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

You agree to provide us with a duplicate key to any locks that you install or change. If keys are not provided, we'll hire a locksmith to gain entry or to make keys and we'll charge your *Security Deposit* accordingly.

## **10. Communications**

Except as provided by law, all communications and notices required by this Lease must be in writing and either hand delivered or mailed to the other party. Either party may change their address by giving written notice to the other party. You may mail us at Charlottesville Apartments, LLC, 1940 Blue Ridge Road, Charlottesville, VA 22903-1216; phone us during business hours at (434) 295-6553; or send us emails at [Info@CvilleApartments.com](mailto:Info@CvilleApartments.com) (best way).

## **11. Guarantors**

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

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

## **12. Liability**

Neither the Property Owner nor the Landlord is responsible for any loss, damage, death, or injury to you, your property, to your guests, or their property, caused by, or allegedly caused by, some condition of the Property, or some act or neglect of you, other Residents, your invitees, or of the Property Owner, Landlord, or their agents unless through willful negligence.

### **Renter's Insurance**

For our mutual protection, this Lease *requires* you to obtain Renter's Insurance. In addition to protecting your personal property, it covers any catastrophic damage that you or your guests do to the Residence. If, for example, you are distracted while cooking and a fire erupts and extensive damage occurs, even though this was accidental, you're still responsible, and our insurance company will want to collect from you and your parents if you don't have renter's insurance. The cost of this insurance is not expensive (about \$100 a year) and is well worth it for the protection of your group and their parents in case of a serious accident. First, check with your parents to see if you're covered by their policy. If not, renter's insurance is available from companies such as Geico, State Farm, Lemonade, and others.

### **Acts of Third Parties**

Neither the Property Owner nor the Landlord is responsible for actions, damages, injuries, or harm caused by third parties, such as other Residents' guests, intruders, or trespassers, who, obviously, are not under our direct control.

### **Water and Moisture Damage**

Neither the Property Owner nor the Landlord is responsible for any damage done to any personal property by water, moisture, mold, mildew, humidity, or flooding whether in the basement or in any other part of the Property.

### **Fees of Attorneys**

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

## **13. Acts of Default**

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

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

### **Remedies for Default**

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

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

#### **14. Vacating**

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

#### **Holdover by Resident**

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

#### **Assignment and Subletting**

Only with our permission may you sublet this Property, either in whole or in part. It may only be leased as a private dwelling and, because you (and your group) are still on the Lease, you all will remain liable for the rent and the actions of your sub-tenant. Additionally, you and all subtenants must fill out our Sublet Contract (which can be found on our website) that provides all required information, protects all parties, and outlines their mutual responsibilities.

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

If some Residents renew and some move out, all Residents, new and old, will have to sign a new Lease. New Residents must provide a *Residential Lease Guaranty*, a *Security Deposit*, and pay a *Refurbishing Fee*. Because all charges from the first Lease will carry over to the next, the old residents should collect any money due from those moving out.

For partial move-outs, we don't automatically inspect, clean, or refurbish the entire apartment. Only the bedrooms that are fully vacated will be cleaned and refurbished. If you want extra work done in common areas, those areas need to be completely empty and will be billed at our actual cost. *Refurbishing Fees* cover most costs other than extraordinary damages. In all cases, each new and old tenant is required to pay, or have paid, the one time *Refurbishing Fee*.

#### **Abandonment**

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

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

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

#### **15. Eviction**

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

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

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

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

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

### ***16. Subordination***

This Lease is subject to all present and future mortgages, deeds of trust, or security agreements that we put in place. You agree to give us the authority to sign and deliver all documents necessary for subordination. You also agree to provide, upon our request, all necessary documents for subordination. For instance, if we were to sell this Property, the buyer might need you to sign a statement indicating the length of your lease and the amount of your rent.

### ***Sale of the Property***

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

### ***Condemnation***

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

### ***17. Damage by Fire or Casualty***

If the Property is damaged by fire, casualty, or other cause that's not your fault, the fault of your guests, or anyone on the Property with your consent, we will promptly repair and restore the damaged areas to their former condition as long as we can complete the repairs within 30 working days after they're started. If repairs can't be completed within 30 days, or if the loss isn't covered by our insurance policies, then either of us may terminate this Lease by giving the other party a 30-day written notice.

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

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

### ***18. Representations***

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

You acknowledge that neither the Property Owner, the Landlord, nor their agents have made any promises or representations other than those contained in this agreement. You understand that if a promise or representation is made, but is not written into this Lease, it's not binding. To avoid ambiguities and misunderstandings, make sure that all representations are written on the *Special Provisions* page of this lease.

### ***19. Valid Lease***

This Lease is not valid until (1) all paperwork and fees have been provided, (2) the Lease has been signed and accepted by Charlottesville Apartments, LLC, (3) we assign you a particular Property, and, (3) we give you or your group a signed copy of a Lease.

### ***20. Legal Rights and Remedies***

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

### **Lien of Landlord**

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

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

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

### **Waiver**

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

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

### **Time of the Essence**

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

### **Jury Trial**

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

### **21. Mold & Mildew**

Mildew is a growth produced by molds which are simple plants belonging to the group known as fungi. Although molds are generally harmless and always present in the air, those that cause mildew only need moisture and a certain temperature to grow. Molds that cause mildew flourish in areas that are damp, warm, dimly lighted, or where air is not circulated such as basement apartments, bathrooms, laundry rooms, and closets.

Prevention is the best mildew policy. If things are kept clean, well ventilated, and dry, your chances of having mildew are greatly lessened. In warm humid weather, it’s essential that you run the air-conditioning and dehumidifier (if provided) at all times to reduce the humidity in the apartment. Opening the doors and windows in pleasant weather, opening the blinds and letting sunlight into your room, and operating the ceiling fans on a regular basis helps to circulate air. It also helps to reduce mildew growth if you run the bathroom exhaust fans when you shower to remove as much moisture as possible; then, leave the fan on for a while and leave the bathroom door open after you finish bathing so that the room airs out. If you’re having issues with mildew, contact us for help and advice.

### **22. Repair Personnel**

We perform all routine maintenance on the Property; if you have a problem, call us first.

#### **Our Employees**

General Manager: Elliott Crafaik.....(434) 284-2744 Questions or general repairs  
Assistant Manager: Arthur Crafaik.....(434) 409-9647 Questions or general repairs  
Assistant Manager: John Crafaik.....(434) 295-6553 Questions or general repairs  
General Repairs: [Info@CvilleApartments.com](mailto:Info@CvilleApartments.com) Describe the problem and reference your address and unit #

If we’re unavailable and the problem is an emergency, we recommend the following companies:

#### **Outside Companies**

Air Conditioning: Brown’s HVAC .....(434) 760-6705 Air conditioning or heat malfunction (call us first)  
Locksmith: Action Lock .....(434) 974-7880 Lock-outs (call John if during the day)  
Plumbing: W.E. Brown .....(434) 295-1177 Major leaks and water emergencies  
Towing: Collier’s Towing .....(434) 295-4941 To have a car towed or to get your car back if it’s towed  
Glass: Dodson Glass .....(434) 973-7534 Broken glass (call us first, we may have replacements)

## Signature Page

**Electronic Signature Agreement:** By typing your name in the space below and by selecting the "I Agree" button, you are signing this Agreement electronically. You intend and agree that your electronic signature is to be the legal equivalent of your manual signature and you consent to be legally bound by this Agreement's terms and conditions. You also agree that no certification authority or other third party verification is necessary to validate your e-signature and that the lack of such certification will not in any way affect the enforceability of your e-signature or any contract between you and Charlottesville Apartments, LLC.

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

**Instructions:** *Save this document to your computer using another name ("Save As").* Add your information, save your additions, then email this to the next person in your group for their information. Continue this process until all group members have added their information. Use the TAB key to move between fields. International students must provide an address of a person we can contact in the US.

<b>Name:</b>	<b>Home Address:</b>
<b>Email:</b>	<b>City, State, Zip:</b>
<b>Cell:</b>	<b>Parents Main Email:</b>
<b>Signature:</b>	<b>Parent's Main Phone:</b>
<input type="checkbox"/> I Agree <b>Date:</b>	<b>Parent's Other Phone:</b>

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<input type="checkbox"/> I Agree <b>Date:</b>	<b>Parent's Other Phone:</b>

<b>Landlord's Signature:</b> Charlottesville Apartments, LLC 1940 Blue Ridge Road Charlottesville, VA 22903-1216	<b>Date:</b> Office: (434) 295-6553 Email: <a href="mailto:Info@CvilleApartments.com">Info@CvilleApartments.com</a>
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## Signature Page

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

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## Special Provisions

If the Residents and the Landlord have agreed to any special provisions concerning either this Lease Agreement or the Property, these agreements must be written on this page. **Any oral promises or representations that are not enumerated on this page are not binding.** Having all representations written ensures accuracy and eliminates misunderstandings and possible confusion.

**If the special provisions listed below are agreeable to both parties, each party must electronically sign in the space provided below for this document to be binding.**

**Contact Person's Signature:**

**Landlord's Signature:**