



Castle Property LLC 2009-2010 Lease
 919 North Main Street, Harrisonburg, VA 22802 (540) 564 - 2659
 e-mail: office@castleproperty.com web site: www.castleproperty.com



THIS DEED OF LEASE made on _____ by and between _____ Hereinafter referred to as Tenant, _____ Hereinafter referred to as Co-Signer and Castle Property LLC, hereinafter also referred to as Landlord, Castle Property and CP. This Individual lease is for a bedroom listed below and an undivided portion of the common space.

Castle Property LLC leases this property from the Owners with the ability to sublease to Tenants. For the purposes of this lease Castle Property is the only Landlord and the Owner is not a party to the lease.

WITNESSETH

Landlord hereby leases, and Tenant rents from Landlord, upon the terms and conditions herein set forth.

Property Address: _____ Harrisonburg, VA **Room #:** ____

Lease Term: 2:00 PM through 11:00 AM.

Monthly Payments: First payment due: _____ Last payment due: _____

Room Rent: _____
 Yard Maintenance Fee _____
 Internet and Cable Television: _____
 Air Conditioning Unit: (# units 0) _____
Monthly Payment Amount \$ _____

Total Rent Payments: \$ _____ paid as _____ Equal installments of \$ _____.

Rent is payable monthly in advance and due on the 1st day of the month. Castle Property will treat any payment that arrives at the office on or before 5:00PM EST on the 5th as on time. Time of receipt of payments is of the essence for this lease agreement. CP will **not** consider postmarks or holidays in determining receipt of any items. Rent shall be paid to Castle Property LLC, 919 N. Main Street, Harrisonburg, VA 22802. Acceptable forms of payment are personal check, money order or cashier's check and must include Tenant Name and Rental Address.

All checks should include the following note for proper crediting: " _____ "

Payment Crediting: Payments will first be applied to past due balances and late fees and then to current rent due without regard to any notations made on or with a payment.

Late Payment Fee (for balances over \$100): \$25.00 late fee due five days after due date plus \$5 per day until paid in full.

Finance Fee (for balances greater than \$5 and less than or equal to \$100): \$5.00 + 2% of the outstanding balance due each month.

Security Deposit: The full Security Deposit is \$ _____, which is held by CP until _____. See **§ 6** of Lease Terms. The balance of \$ _____ is due _____. This balance includes a payment of \$ _____ as of _____.

Labor Rate for Repairs and Cleaning: This rate is for the restoration of the property from Tenant damages or violations of the terms of the lease. \$46.00 per man hour plus a \$10.00 per job truck charge. See **§ 7** of Lease Terms.

Labor Rate for Repairing Unauthorized Tenant Repairs: Tenants are not permitted to paint, repair drywall or make any physical repairs or changes to the property without the written permission from Castle Property. Any unauthorized work will be removed by CP and repaired by CP and billed at a penalty rate of time-and-a-half or \$69.00 per man hour plus a \$10.00 per job truck charge.

Labor Rate for Clerical Work: This rate is used for any office work required to re-write or change leases after the original lease is written. \$28.00 per hour. See **§ 7** of Lease Terms.

Returned Check Fee: \$25.00 per check. Fee applies for NSF (non-sufficient funds) or any other reason a check is not honored. Late rent fees apply as if no rental payment was attempted.

Change Over Cleaning Fee: \$195.00 to be deducted from Security Deposit at the end of the lease. See **§ 8** of Lease Terms.

Sublet or Assignment Fee: \$50.00. See **§ 9** of Lease Terms.

Lease Cancellation or Early Termination Fee: \$150.00. See **§ 10 & 11** of Lease Terms.

Tenant (____): _____ Co-Signer (____): _____ Page 1 Landlord (Castle Property LLC) : _____

Maximum number of Tenants: ____ See § 49 of Lease Terms.

Maximum Occupancy: _____ Includes Tenants and guests inside or on the property. See § 50 of Lease Terms.

Allowable Pets: cat or dog - Pet Application and deposit required prior to pet arrival in addition to monthly pet rent. See § 22 of Lease Terms.

House Manager: Tenants have chosen _____ to be their House Manager for the property for the term of the lease. This gives the House Manager (HM) some additional rights and responsibilities as outlined in § 1 of the Lease Terms.

The House Manager's monthly rent has been discounted by: \$ _____. The House Manager Discount compensates for the additional duties listed in the Lease Terms. The position of House Manager creates a single point of contact for the Tenants and the Co-Signers for issues relating to the property. The HM is responsible for the payment and billing of the utility bills and other financial matters related to the property but not including the payment of other Tenant's rent. When multiple options, such as scheduling the move-in and move-out appointments and the choice of sublease or replacement Tenants, the House Manager will make the final decision.

Tenant and Co-Signer agree to contact _____ for all non-emergency matters relating to the property including repairs and maintenance.

House Manager: _____ **Phone:** _____ **E-mail:** _____@_____

In the event of an emergency or for any issues relating to a Tenant and Co-Signer's account with Castle Property, Tenant and Co-Signer should contact Castle Property directly. Tenant or Co-Signer may also contact Castle Property directly if there are complaints about the way a HM is performing the tasks outlined in the lease. Castle Property will investigate complaints and if needed replace the HM as described in § 1 of the lease terms

UTILITIES: The House Manager will be responsible for utilities connections between June 10, 2009 and June 10, 2010 without regard to occupancy.

UTILITY TYPE

Water/Sewer/Trash:
Electric Service:
Gas:
Cable/Internet:
Telephone/Internet:

CONTACT INFO

City of Harrisonburg (434-6783)
Harrisonburg Electric (434-5361)
Columbia Gas (800-543-8911)
Comcast (888-266-2278)
Verizon (888-826-2355)

CONNECTION RESPONSIBILITY

Other Information or Agreements:

NONE

Tenant (____): _____ Co-Signer (____): _____ Page 2 Landlord (Castle Property LLC) : _____

Billing Address:

All hard copies of invoices, notices or charges to the Tenant's account will be sent to the location indicated by the Tenant below. The billing address can be changed with a written request by Tenant or Co-Signer.

□ _____ □ _____ □ _____

Notices given to E-Mail Addresses:

Legal notice will be sent to Tenant by e-mail. Tenants agree to check their e-mail on a regular basis and to furnish CP with any e-mail address changes. If a secondary e-mail is furnished for either Tenant or Co-Signer, CP agrees to send notices to both addresses.

TENANT E-MAIL ADDRESSES:

_____ □ Correct □ Incorrect

CO-SIGNER E-MAIL ADDRESSES

_____ □ Correct □ Incorrect

If incorrect change to: _____

If incorrect change to: _____

Tenant cell phone: _____

Co-Signer Daytime phone: _____

Co-Signer Evening phone: _____

Permanent Addresses:

Tenant and Co-Signer agree to notify CP of any changes to this information.

Co-Signer name and address:

□ Correct □ Incorrect - Change to:

Tenant name and permanent address:

□ Correct □ Incorrect - Change to:

LEASE COMPLETION PERIOD: _____ - _____

Tenant may cancel his/her lease during the 20 day completion period at a cost of \$100.00 and will have no further obligation to the lease. After the 20 day completion period, Tenant must follow the Lease Cancellation section of the Lease Terms.(§ 10)

This is one of ___ individual leases for the property listed above. Castle Property only agrees to rent this individual room if all ___ individual leases are returned to our office Co-Signed and with the remainder of the security deposit by _____. It is the responsibility of the group to fill all rooms during the Completion Period. CP reserves the right to cancel all ___ leases in the event the group is unable to fill the property.

If it is necessary to cancel all the leases, all ___ Tenants agree to each forfeit their \$100.00 paid toward the Security Deposit as a cancellation penalty. CP agrees to refund all remaining Security Deposits paid and terminate the rights and responsibilities of all the Tenants.

I understand and agree to the terms of the Lease Completion period X: _____

THIS LEASE, including the Castle Property LLC 2009-2010 Lease Terms, is the entire agreement between parties and no modification or addition to it shall be binding unless added by addendum and signed by the parties hereto. Wherever the context so requires, the singular number includes the plural, the plural the singular, and use of gender includes all other genders.

Tenant: I understand and agree to the Deed of Lease and 2009-2010 Lease Terms.

(_____)

Signature: _____ Date: _____

Co-Signer: I understand and agree to the Deed of Lease and 2009-2010 Lease Terms.

(_____)

Signature: _____ Date: _____

Landlord: Landlord agrees to the Deed of Lease and 2009-2010 Lease Terms.

(C. Glenn Loucks signing for Castle Property LLC)

Signature: _____ Date: _____



2009-2010 Lease Terms Castle Property LLC

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COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM

Castle Property LLC leases property from the Owners and re-leases them to the Tenants. For the purposes of this lease CP, Castle Property and Landlord are equivalent for Castle Property LLC. HM will be used as an abbreviation for House Manager, further described in §1.

§ 1. HOUSE MANAGER (HM):

The group has chosen the HM listed in the lease. The HM is responsible for scheduling appointments that relate to the entire property such as the Move-in, Move-Out, inspections and property showings. The HM is also the contact person for reporting problems, damages and needed repairs within 24 hours to the CP office. The HM does not collect rents from individual Tenants. The HM's account will be billed for all common area fines, repairs or cleaning of \$500.00 or less and the HM is responsible for the collection and payment of the charges by the due date. HM will have a minimum of 20 days from the time an invoice is sent by CP to make payment. Common area charges larger than \$500.00 will be split evenly among all Tenants unless one or more Tenants accept financial responsibility.

The HM is responsible for maintaining all utilities through the HM entire term specified on Page 2 of the lease. This page of the lease specifies each utility and its contact information.

The HM receives a discounted rent in exchange for the listed duties and responsibilities. The HM's job is to help facilitate good communication between the Tenants, Co-Signers and CP and this must be done in a professional and respectful manner. If in the sole opinion of CP, the HM is not performing the duties, CP will document specific deficiencies. If these deficiencies are not corrected within three days, CP may decide that a new HM is needed.

If a new HM is needed, CP will accept input from the remaining Tenants about the best choice. CP will appoint a new HM and make changes to the leases and rent amounts. The time needed to change the HM, and to adjust the accounts and the leases will be billed at the Clerical Labor Rate to the Former HM. The monthly House Manager Discount will be transferred from the former HM to the new HM.

§ 2. PROMPT NOTICE OF DAMAGES:

The HM will give prompt notice of any known defect, breakage, malfunction or damage to the structure, equipment or fixtures in or on said property to the landlord by e-mail. This does not obligate Landlord to repair or correct such defect, breakage, malfunction or damage. The HM is responsible for any subsequent damage that is a result of non-disclosure to CP. If undisclosed damage is discovered by CP, an immediate inspection of the entire property will be performed to find any additional undisclosed damages. The cost of the inspection will be billed at the Service Rate to the HM. If the HM is not available to send immediate e-mail notice to Castle Property, any Tenant may send an e-mail disclosing the damage. If there is any doubt if notice was given, a Tenant should also send notice.

§ 3. HOW PAYMENTS ARE APPLIED:

It is agreed that payments are to be applied first toward outstanding balances including prior deposits, rent, late fees, utilities, fines, repairs, cleaning charges and yard maintenance fees. The remainder of the payment will be applied toward payment of rent. Rent is considered paid only when any outstanding balance is one hundred dollars or less. Balances of one hundred dollars or less will be financed as specified in the lease.

§ 4. TERMS OF PAYMENT:

All monies are expressed in US Dollars and are payable by personal check, cashier's check or money order. Money orders are available 24 hours a day at various locations including Wal-Mart and the 7-11 located across the street from the Castle Property office. Use of the drop box in front of the CP office is equivalent to receipt of mailed payments. Payments received at our office after 5:00PM are considered received the next calendar day.

§ 5. CHANGES TO THE LEASE:

Changes that require re-writing a lease and re-signing by the Tenant, Landlord and Co-Signer include: changes of the rent amount, changes of the Co-Signer or changes of the room number. Tenant agrees to pay the lesser of the actual cost to rewrite the lease(s) or two hours at the Clerical Labor rate per Tenant requested lease change.

§ 6. SECURITY DEPOSIT:

The Security Deposit is held throughout the entire term of the lease as security for the faithful performance of Tenant's obligations hereunder. Tenant shall use no part of said security for rent or any other obligation due, including last month's rent. Tenant shall pay rent as though no Security Deposit were ever made. Landlord shall, within forty-five days after the termination of the lease, return to the Tenant the Security Deposit minus deductions. If the Security Deposit is mailed after forty-five days, CP agrees to pay a penalty of 18% (eighteen percent APR) beginning on last day of the lease.

Any outstanding account balance will be deducted from the Security Deposit. The cost of cleaning or repairs not covered by the change over cleaning fee (§ 8) for the Tenant's bedroom will be deducted from the deposit. Any of the change over cleaning fee hours not used in the Tenant's bedroom will be pooled with the other Tenants' remaining change over hours and used to clean the common area. Any cleaning or repairs needed in the common area not covered by the pooled hours will be divided among all Tenants in the group and deducted from their Security Deposits. If Landlord has made any deductions from the Security Deposit, all said deductions shall be fully itemized in writing on the Deposit Refund Summary.

If the combination of all property damage caused by any Tenant or guest at the property exceeds \$750 (seven-hundred and fifty dollars) during the term of the lease, all tenants at the property will be required to pay an additional security deposit equal to one-half a month's rent. The total deposit from each Tenant will not exceed two-months rent in accordance of VRLTA. Tenants will have 15 days to pay the additional deposit.

For leases of one year or less, the Security Deposit will be held by Landlord without any duty to pay interest and may be commingled with Landlord's funds in accordance with the laws of the Commonwealth of Virginia. For lease terms over one year, the Security Deposit will accrue interest at the rate specified by the state code.

§ 7. LABOR RATE USED FOR BILLING TENANTS:

Landlord agrees for the entire term of this lease to use the labor rate on Page 1 of the lease. There is a minimum of one labor hour per worker. In addition there is a truck charge of \$10.00 (ten dollars) per day or per job whichever is the lesser for work performed at the property. Labor rate is charged portal to portal and includes travel time, time to obtain materials and tools, site preparation, documentation, cleanup and the work performed.

§ 8. CHANGE OVER CLEANING FEE:

The change over cleaning fee is used at the end of the lease term for required cleaning, repairs and touch up painting for the next Tenants. This fee in no way relieves the Tenant of his obligation to care for the property throughout the entire term of the lease. The items and times used to determine "required cleaning" are specified below:

The change over cleaning fee does cover: Up to six hours per Tenant for combined Tenant bedroom and common area general cleaning to include light fixtures, ceiling fans, radiators or heat registers, tub/showers, toilets, sinks, vanities, washing down of walls, replacement of stove pans, dusting of mini blinds, carpet cleaning if there were no Unauthorized Pets, cleaning of kitchen and laundry appliances, filling of up to 25 small nail holes per room and touch up painting.

The change over cleaning fee does not cover: Repairs of broken windows, broken doors, removal of graffiti or adhesives, replacement of missing or inoperative light bulbs, smoke detector batteries, fire extinguishers, broken light fixtures or fans, replacement of torn or pet damaged carpets, replacement or repair of window screens or glass, drywall or trim repairs, repainting if Tenant has painted, removal of unauthorized Tenant installed shelving, trash removal from inside or from the grounds, replacement of broken or heavily soiled mini-blinds, carpet cleaning if there were any Unauthorized Pets or replacement of damaged shrubbery.

§ 9. SUBLEASING:

Tenant will supply a completed sublease application (located on the CP web site) prior to subleasing the property. Tenant agrees to pay a sublease fee for each sublease. Failure to comply with the sublease procedures will result in a fine to Tenant of \$50 (fifty dollars) plus \$5 (five dollars) per day until the paperwork and fees are received. Subleasing shall not in any way relieve Tenant from the obligations contained in this lease. Tenant will be responsible for any fees or charges that result from the Sublessor's actions or failure to follow the terms of the lease. Tenant responsibility and obligations only are relieved through LEASE CANCELLATION (§ 10) or EARLY LEASE TERMINATION (§ 11).

§ 10. LEASE CANCELLATION:

Landlord agrees to terminate this Lease prior to the expiration of the term providing Tenant's payment of a cancellation fee and all reasonable expenses required to secure a qualified replacement Tenant. Tenant remains responsible for the full on-time payments of the monthly rent and fees until the replacement Tenant's lease begins. Expenses include advertisement, property showings and a mid-lease damage inspection.

§ 11. EARLY LEASE TERMINATION:

Tenant may choose to terminate his lease early by paying the remainder of the Monthly Rental Payments due through the end of the lease term and an Early Lease Termination fee. Landlord will inspect the Tenant's bedroom and common area upon receipt of Tenant's request to accelerate, the remainder of the rent, the Early Lease Termination fee and the Tenant's keys. Landlord will return Tenant's Security Deposit minus the change over cleaning fee and any damages in excess of the change over cleaning fee. In addition Landlord will deduct the Tenant's portion of damages in the common area. Tenant will be relieved of all future responsibilities to the property, including damages that may occur in the common area. Landlord will make the Tenant's room available for re-rental and any rent collected minus expenses to re-rent the property will be refunded to the Tenant.

§ 12. YARD MAINTENANCE:

The yard maintenance fee is due monthly as part of the Monthly Rental Payment. This fee covers grass cutting, fertilizing, weed removal, leaf raking and the removal of downed or dead branches. This fee also covers re-seeding and shrubbery trimming not due to Tenant misuse or damage. The yard maintenance work is performed as needed by Landlord. The HM may contact Landlord during the lease terms if service is required.

§ 13. SNOW REMOVAL:

During the entire term of the lease, Tenant is responsible for the timely removal of ice and snow in accordance with the City of Harrisonburg regulations. Regulations specify that the sidewalk and a path to the mailbox must be shoveled by 10:00 AM the day of a snowfall or within 4 hours of the end of the snowfall, whichever is later.

§ 14. PROHIBITED ACCESS:

Tenants or guests are prohibited from using or going onto any roof on the property for any purpose. Tenants or guests are also prohibited from entering or storing items in the crawl spaces, unfinished portions of basements, utility service areas or attic spaces without permanent stairways.

The HM will receive a fine of \$50 (fifty dollars) per person, per occurrence of a Tenant or guest observed in any prohibited area. If there is only evidence that the prohibited area(s) was accessed, such as Tenant belongings or trash, HM will be billed for only one person. The cost to inspect and to clean or repair any damage caused by such prohibited access will also be billed to the HM. To avoid these fees, HM should request that Landlord access these prohibited areas for Tenant as needed.

§ 15. ILLEGAL DRUGS OR ACTIVITIES:

Tenant agrees that he will not use nor permit the use of said premises for any illegal purposes. Tenant agrees not to use or allow guests to use any illegal drugs in said premises. Landlord will evict any Tenant **convicted** of possession of illegal drugs at the property. Eviction of Tenant is addressed in § 51.

§ 16. BEVERAGE KEGS OR ACCESSORIES:

This property does **not** allow beverage kegs or accessories inside or outside the property at any time. Prohibited items are defined as: keg shells, keg taps, CO² cylinders or refrigerators with taps. The HM agrees to pay a fine of \$100 (one-hundred dollars) per prohibited item found inside or outside the property. The HM will have three days from the date of the e-mail notice to remove these items from the property or will be fined again.

Empty cups scattered outside the property will be sufficient evidence of a keg violation. CP will enter the property **without notice** to search for kegs or accessories if more than five empty disposable cups are found outside the property.

§ 17. NOISE VIOLATIONS:

Tenant and his guests shall conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises. This property is located in a residential neighborhood with non-student neighbors. Tenants must be respectful of their neighbors and control noise output especially at night. Tenant agrees to follow the City of Harrisonburg Noise Ordinance.

In the event Tenant receives a noise ordinance violation from the City of Harrisonburg Police, CP will issue a written notice to each Tenant and Co-Signer for the entire property. HM agrees to pay a fine of \$75 (seventy-five dollars) to CP to cover the cost of sending notices and processing paperwork through the City of Harrisonburg Zoning Department and Rockingham County Court.

In accordance with the Harrisonburg Nuisance Ordinance, CP will evict any Tenant who receives two or more Noise Ordinance convictions during the lease term.

§ 18. OUTSIDE APPEARANCE:

In accordance with the Harrisonburg City Ordinance: Furniture on porches, decks or locations otherwise visible from the street or alley will be limited to waterproof outdoor furniture. Fabric-covered or stuffed couches, sofas or chairs are not permitted. On the first violation, the HM will be given one written warning without charge. The HM will have 48 hours to remove or dispose of all inappropriate furniture. For the remainder of the lease term, if any inappropriate furniture is observed, CP will bring all items inside the property at the HM's expense. If an item requires more than one person to move, the HM will be charged for each person.

§ 19. OUTSIDE TRASH:

Tenant agrees to keep the outside of the property free of trash, litter and debris. Tenant agrees to follow the local ordinances for the disposal of garbage and recyclable items. Landlord will furnish the Group with a clearly defined trashcan storage area. It is the responsibility of the Tenants to purchase and maintain enough exterior trashcans with lids to serve their weekly trash output. **All trash and garbage must be stored in trashcans** to reduce the likelihood of animals or wind dispersing trash around the neighborhood. Tenants are responsible for moving the trashcans from the storage area to curb for collection, the evening before trash day. Tenants are also responsible for returning the empty cans to the storage area by the end of the trash day.

Landlord will notify Tenants if loose trash and debris are noticed outside the property. Tenants will have 24 hours to clean up all outside trash. Landlord will return after 24 hours to verify that the trash or garbage is securely contained inside the trash can storage area. If loose or uncanned trash remains, Landlord will clean any remaining trash and the HM will be invoiced for the clean up time and inspection times. After three notices and re-inspections are given to the HM during the lease term, Landlord will clean up the trash without giving notice and will invoice the HM.

§ 20. TENANT AGREES TO KEEP THE INSIDE OF THE PROPERTY CLEAN:

Tenant agrees to keep the property in a clean and safe condition throughout the entire term of the lease. If the condition of the property is determined by Landlord to be unsatisfactory at any inspection or maintenance visit, Landlord will fully inspect the unsatisfactory bedroom(s) and all common areas of the property. An itemized list of deficiencies will be compiled specifying exactly which items need to be cleaned. The list will be e-mailed to all Tenants. The group will have 72 hours to complete the cleaning. Landlord will return after 72 hours and reinspect the property. The Landlord will clean any items on the list that were not cleaned by the Tenants. The cost of cleaning materials and the time to clean will be billed to the HM. In addition, the time to perform both inspections and the time to document the cleaning deficiencies will be billed to the HM.

§ 21. PROPERTY DAMAGE:

During the Term of the Lease the Tenant is responsible for any property damage caused by Tenant, guests or unwanted visitors. Tenant's action or inaction is the typical cause of vandalism and property damage. Any property damage caused by nature or "Act of God" will be the responsibility of the Landlord unless Tenant's action of negligence contributed to the damage.

§ 22. PETS:

CP considers all non-human mammals to be pets. Reptiles and fish are permitted and do not require registration or pet rent. Birds are not permitted. A list of automatically allowable pets appears on Page two of the lease. All others animals must be pre-approved.

1. Permanent Pet: **Prior to bringing the pet into the property**, Tenant agrees to complete a Pet Application and return it to the Landlord office with a \$100 (one-hundred dollars) pet Security Deposit. Tenant agrees to pay additional monthly rent of (\$25 cat, \$40 dog, \$35 kitten, \$55 puppy, and \$45 for all other pre-approved animals).

Kitten and puppy are defined as a cat or dog 2 years old or younger at the time the pet is brought into the property. Monthly rent is paid through the full term of the lease. Tenant may terminate the pet agreement before the end of the lease by forfeiting the pet deposit. Monthly pet rent is not prorated.

2. Temporary Pet: This is a guest's pet or a family pet that would be entering the property for **any** period of time. Tenant agrees to register the pet by e-mail or phone prior to arrival into the property. Registration should include a brief description of the pet (size, color, type), the arrival date and the departure date. Landlord will reply with a temporary pet confirmation number. Temporary pet rent of \$5 (five dollars) per calendar day will be charged to the registering Tenant's account.

3. Unauthorized Pet: Any pet, or evidence of a pet seen inside the property that is not a **Permanent Pet** or **Temporary Pet** is an **Unauthorized Pet**. Each Tenant of the property agrees to pay a fine of \$25 (twenty-five dollars) per Unauthorized Pet per occurrence.

If an Unauthorized Pet has been in the property, Landlord will clean and de-flea all permanent carpets at the end of the lease at Tenant's expense. This cost is not included in the change over cleaning fee.

§ 23. MOVE-IN INSPECTION APPOINTMENT:

Occupancy will be given after completion of the Move-In Inspection. The inspection is scheduled during the first hour of the lease unless postponed by the HM. The HM may choose to postpone the inspection to a more convenient date providing at least 48 hours written notice has been given to Landlord. Utilities must be connected and rent paid even if the appointment is postponed. The HM will receive the keys for any Tenant not at the Move-In Inspection and is responsible for the distribution of keys to the tenants.

§ 24. MOVE-OUT INSPECTION APPOINTMENT:

All Tenant cleaning must be complete and all items belonging to the Tenant must be removed from the property **prior** to the final inspection that is scheduled for the last hour of the lease. Landlord will store any items marked with CP storage tags (the tags and costs are available on the CP web site). It is agreed that any items of personal property not marked by Tenant are to be considered trash and should be disposed of by Landlord at Tenant's expense. The HM may choose an earlier date for the inspection if it is more convenient but must give Landlord at least 48 hours written notice.

If Tenant is not ready for the inspection he may purchase additional hours at a rate of \$25 (twenty-five dollars) per additional hour or \$250 (two hundred fifty dollars) per additional day. The additional rent is split evenly among all Tenants of the property without regard to which Tenant was not ready. Tenant agrees to furnish utilities (water, electric, and gas if applicable) during the dates listed on Page 2 of the lease to allow for cleaning and repairs.

HM will be charged a fine of \$100.00 (one hundred dollars) plus all costs associated with premature disconnection of utilities. If HM notifies CP at least 48 hours prior to premature disconnection the fine will be reduced to \$25.00 (twenty-five dollars).

§ 25. SHELVING AND CEILING FANS:

Tenants may request through their HM that shelving or ceiling fans be installed in either the Tenant's bedroom or the common space. The Landlord will split 50/50 the cost of materials and installation by CP for basic white shelving or ceiling fans. These items will remain with the property from year to year until either a HM requests the removal of the item or it no longer works properly. Should an existing ceiling fan no longer function, the HM will have the right to request that it is replaced free of charge with a standard light fixture or may choose to pay for half the cost of a new fan.

§ 26. COVERING UNCARPETED FLOORS:

Uncarpeted bedroom, living room, den or dining room floors must be covered with carpet that covers at least 75% of the floor space. Tenant will cover the floors within 15 days of the Move-In Inspection. Tenant may choose not to cover the floors by paying an additional rent of \$25 (twenty-five dollars) per month to help cover additional wear and tear. If actual damage exceeds the additional rent amount the difference will be deducted from the Security Deposit.

§ 27. CINDER BLOCKS AND BRICKS:

To avoid damage to the floors and walls, Tenant agrees not to store or use cinder blocks, bricks or masonry blocks at any time inside the property. On the first violation, the HM will be given one written warning without charge and given 72 hours to remove all bricks or blocks from the property. For the remainder of the lease term, the HM will be fined \$50 (fifty dollars) per occurrence and given 72 hours to correct the violations.

§ 28. PLUMBING FIXTURES:

Tenant shall keep all plumbing fixtures, facilities and appliances clean and shall unstop and keep clear all toilets, drains, waste pipes, garbage disposals and hair strainers thereon. Tenant agrees to keep heat in the premises during any months when outside temperatures are below freezing. Tenant is responsible for loss or damage from freezing of water pipes or plumbing fixtures unless cause is beyond Tenant's control.

§ 29. FIXTURES AND APPLIANCES:

Landlord shall under this lease provide the following fixtures and appliances: stove with range, refrigerator, furnace or radiators, hot water heater, washer and dryer. Most units also have dishwashers. Landlord will be responsible for all repairs not due to the fault or negligence of the Tenant during this lease. Except in an Emergency (situation requiring immediate remedy), the HM must contact Landlord for any repairs, otherwise the HM is entirely responsible for the cost of said repair.

§ 30. LOCKS AND KEYS:

CP staff will knock or ring doorbell before entering the property, individual bedrooms and bathrooms. The staff will leave doors locked or unlocked based on how they were found upon arrival at the property. The staff has keys to each property, so Tenant does not need to leave doors unlocked to permit access. Tenants may not add or change locks without written permission from CP.

CP can furnish additional copies of keys to a Tenant or Co-Signer at a rate of \$10 per key if it is picked up at the office. Additional keys become the property of the Tenant and cannot be returned for refund. If Tenant requires CP to unlock a door or bring keys to the property, this service is billed at a rate of one hour of service (Monday-Friday 9am-5pm) and two hours of service all other times.

§ 31. ACCESS TO PROPERTY FOR EMERGENCIES:

Landlord or his agents may enter the premises in case of Emergency without the consent of the Tenant. Landlord will give written notification to Tenant that an Emergency entrance was made within 24 hours of entering the property.

§ 32. ACCESS TO PROPERTY FOR NORMAL REPAIRS OR IMPROVEMENTS:

Repair or Improvement Work: CP has Normal Repair Time between **9:00 AM and 5:00 PM Monday – Friday**. Tenant agrees to allow full access to the property by CP staff or subcontractors for the purpose of repair during the Normal Repair Times. CP will start work during the Normal Repair Times and can continue through 6:00PM to finish a particular job. Tenants will be given at least 24 hours notice before CP enters the property. CP cannot give a specific service day or time. CP staff will accompany any repair people that need access to the property. Most subcontractors begin work before our Normal Repair Times. Should it be necessary to perform work outside of our Normal Repair Times, Tenants will be given at least 24 hours notice.

Emergency Work: Tenant will allow full access to the property to facilitate the quickest resolution of any Emergency work.

Tenant Requested Service: Except in the case of an Emergency, Tenant will request service work through the House Manager. To reduce response time, no notice will be given for work requested by the HM or Tenants. The HM is responsible for notifying the other Tenants when making a service request.

§ 33. ACCESS TO PROPERTY FOR PERIODIC INSPECTIONS:

Landlord will perform approximately 4 – 5 periodic inspections on the property per year. The House manager will be give a number of 3-hour scheduling windows to chose the inspection time that best fits his or her schedule. CP will confirm the selected time with all Tenants with at least 72 hours notice given before any periodic inspection. Landlord may elect to do more frequent inspections if cleaning or undisclosed damages are found to be problems during the lease term. During the periodic inspection Landlord will check plumbing, cleaning, damages, fire safety and perform heating and cooling inspections. Tenants do not need to be present, however the HM must prepare the property for inspection by removing all items stored under bathroom and kitchen sinks.

§ 34. ACCESS TO PROPERTY FOR PROPERTY SHOWINGS:

If Tenants do not exercise the option to re-rent the property by the 15th of September, the property will be made available to other groups. Landlord agrees to give at least 24 hours notice by e-mail to all Tenants prior to showing their property to prospective Tenant Groups. Property Showings continue as needed until the property is re-rented for the following year with the exception of the week of exams.

Property Showing Times are **12:00 Noon – 7:00 PM by appointment** and generally take 30 – 45 minutes to complete. CP accompanies all prospective Tenants at all showings.

§ 35. TENANT AGREES TO KEEP PROPERTY PRESENTABLE FOR PROPERTY SHOWINGS:

Tenant agrees to assist Landlord by having their property **presentable** for showings. A **presentable** property must have working non-colored light bulbs in each socket. The hallways, stairways and rooms must be clear of debris on the floors. All garbage and trash must be properly contained, dishes cleaned and the property should be free of offensive odors of smoke or garbage. If the property is not in **presentable** condition for one or more scheduled showings, Landlord may choose to classify the property as **unpresentable**. Tenants in **unpresentable** properties will be given at least 48 hours notice for any showing. Within 24 hours of a showing Landlord will enter the property for inspection. The HM will be billed for any time and materials needed to make the property presentable.

§ 36. INTERNET / CABLE TELEVISION:

CP contracts through Comcast for Internet and Cable Service at the property. Service includes Comcast basic cable (currently ~ 70 channels) and high-speed Internet. The current channel listing is available on the CP and the Comcast web sites. Tenants may contract directly with Comcast for additional premium channels such as HBO, Showtime, Stars and pay-per-view. These premium channels are available at additional cost to the Tenant and require the rental of a digital converter box from Comcast.

Each bedroom is equipped with an 8-pin Ethernet jack and a cable TV jack. Tenant is responsible for supplying the connecting cables between his TV, computer and phone with the supplied jacks. Each living room is also equipped with a cable TV and phone jack. CP provides the modem(s) and router(s) to allow simultaneous access by all Tenants.

The Internet and Cable connections are operational and billed throughout the entire term of the lease without regard to Tenant's physical occupancy of the property. CP is not liable for any interruptions, surge or failure of Comcast to provide continuous service. Credit only will be given to Tenants for reported continuous service interruptions longer than 72 hours.

§ 37. NOTICES SENT BY ELECTRONIC MAIL (E-MAIL):

Landlord and Tenant agree that Notice by e-mail is equivalent to written mail. Both agree to regularly check their e-mail accounts and to promptly notify all parties of the lease if their e-mail addresses change.

§ 38. PARKING and AUTOMOBILE MAINTENANCE:

Parking is limited to driveways and designated parking areas. Tenant will not park nor allow others to park on the sidewalks or grass. Tenant agrees not to change oil or other fluids at the property or to store used automotive fluids at the property. Tenant agrees that all vehicles on said property will hold current tags, inspections and registration. On the first violation, the HM will be given one written warning without charge and given 24 hours to remove vehicles parked on the grass or sidewalk or 72 hours to remove or to repair inoperative or unregistered vehicles. For the remainder of the lease term, the HM will be fined \$50 (fifty dollars) per occurrence and given the above listed times to correct the violations.

§ 39. PAINTING, REDECORATING , REPAIRING DRYWALL, ELECTRICAL, PLUMBING OR MECHANICAL WORK:

Tenant may **NOT** paint, repair drywall or install shelving on any part of the premises. Tenant is not authorized to perform electrical, plumbing or any mechanical modifications to the property. CP will remove any unauthorized changes to the property. Tenant shall obtain Landlord's written consent before making alterations, additions or improvements to the premises. If unauthorized repairs are found, CP will perform an inspection of the entire property to document all unauthorized work. The HM will be charged for materials and for the time to inspect and to return the property to its original condition. The Labor rate for repairing unauthorized work is specified on Page 1 of the lease and is at a penalty rate equal to 1.5 times the normal labor rate.

§ 40. PAINTING OF BEDROOMS:

Landlord fills nail holes and repairs the properties between leases. To help keep rents down, Landlord spot paints repaired areas or as needed. Landlord does not paint each room each year. Prior to occupancy, Tenant will have the option of an "Upgraded Room Preparation" which includes the full repainting of the room, trim and doors and installation of new mini-blinds. The cost for each room is \$75.00 (seventy-five dollars) and can be added to the first month's rent. This option only can be done during the change over cleaning period while the room is completely empty.

§ 41. SMOKE DETECTORS:

Smoke detectors with working batteries are furnished by Landlord for the safety of the Tenant. Tenant should contact the Landlord if (s)he is unsure of the operation of these devices. It is the responsibility of each Tenant to maintain the battery (9-volt battery) in his bedroom's smoke detectors. It is the responsibility of the HM to maintain the batteries in the common area detectors. A fine of \$25 (twenty-five dollars) will be charged to the responsible Tenant for each detector found inoperable. If a new battery is required, the cost of the battery will be added to the cost of the fine.

§ 42. FIRE EXTINGUISHERS:

Landlord furnishes factory sealed fire extinguisher(s) for the safety of the Tenants. It is important that all supplied fire extinguishers are in new condition and are in the supplied wall holders. A fire extinguisher needs replacement if the extinguisher is missing, has been discharged or if the safety seal is either broken or missing. A fine of \$25 (twenty-five dollars) will be charged to the HM for each CP supplied fire extinguisher that needs replacement or is not hanging in the wall holder. In addition, the HM will be charged \$18 (eighteen dollars) for each fire extinguisher needing replacement. If, prior to Landlord's arrival, the HM notifies Landlord that a fire extinguisher needs replacement, the HM only will be charged the replacement cost and no fine will be charged.

§ 43. FIRE DAMAGE:

If the said property shall be partially damaged by fire or other cause without the fault or neglect of the Tenant, the damage shall be repaired at Landlord's expense. According to the extent that the property is rendered untenable, the rent shall be suspended until such repairs are complete.

It is the responsibility of the Tenant to find and pay for housing during the repair period. Landlord shall have the option to terminate this lease by written notice to Tenant. The term of the lease shall terminate on the day such notice is given with the balance of the rent due adjusted to the date of such termination. In the event Tenant or guest of Tenant causes the fire, Tenant will be required to pay the insurance deductible and any other expenses not covered by insurance.

§ 44. FIRE INSURANCE:

Fire insurance on this property is limited to the structure only and does not cover the Tenant's belongings. Tenant will not use fireplaces, kerosene heaters or wood stoves on the premises. Tenant will not use or keep in the dwelling any flammable, combustible or explosive materials that could increase the rate of fire insurance or risk of fire on the premises.

§ 45. RENTER'S INSURANCE:

Renter's Insurance is strongly recommended during the entire term of the lease. Tenant and Co-Signer understand that the Owner's Insurance coverage only covers the structure and does not cover either the Tenant's personal belongings or Tenant's liability. In addition, it is customary for the Owner's insurance to subrogate any loss that is determined to be the fault of the Tenant. In other words, the Tenants would be financially responsible for any property damage their actions caused without regard to the Owner's insurance. This is a risk most Tenant's and Co-signers should not self-insure.

§ 46. SIGNS and HAMMOCKS:

Tenants may not paint or affix signs, Greek letters, advertisements or notices upon any part of the building, outside or inside that are visible from the street or alley. Hammocks or swings only may be used if attached to a mature tree, frame or rack and not attached in any way to the building or columns.

§ 47. PROPERTY READINESS:

Tenant, Co-Signer and Landlord agree that unexpected repairs or improvements may not be complete at lease start. Landlord agrees to make every reasonable effort to have property clean and in good repair prior to occupancy and to complete repairs and improvements within 30 days of the Move-In

Inspection. Tenant and cosigner agree that rent amounts will be paid in full. Rent only will be pro-rated if Tenant's bedroom or the entire property cannot be inhabited.

§ 48. PROPERTY IMPROVEMENTS:

Landlord rents older homes, many built prior to 1900. We are constantly improving the properties but are limited by both time and money. The property may not have all new windows, cabinets, carpets, floors or other items. Tenant and Co-Signer agree that the current condition of the property meets their needs with the exception of cleaning, which will be done prior to occupancy. All agreed changes or improvements must be specifically detailed in an addendum signed by all parties of the lease.

§ 49. TENANT OCCUPANCY LIMITS:

Tenant will use said property as a residence for one human (this includes adults and children) and for no other purpose whatever. Temporary guests are permitted. Pre-approved additional Tenants may live in the property at a rate of \$150.00 per person per month providing the total number of occupants does not exceed the number allowed by local zoning rules.

§ 50. MAXIMUM OCCUPANCY:

Maximum occupancy is the maximum number of people allowed at the property at any one time. This number includes all Tenants and guests whether inside the property or on the grounds. The house is located in a residential neighborhood and is rented for residential use only. Neither the neighborhood, nor the plumbing, nor the parking is designed for a large number of guests. Although we encourage our Tenants to enjoy their property and entertain responsibly, we closely enforce the maximum. The majority of the damage that occurs in college housing takes place when parties grow beyond the size that the Tenants can control them. To encourage the group to maintain a controlled size, the HM will be fined \$250.00 (two-hundred fifty dollars) each time the occupancy is allowed to exceed the maximum limit.

§ 51. EVICTION OF TENANT:

In the event of a lease default by Tenant requiring eviction by Landlord, the rent for the full balance of the term of the lease, less the amount of rent collected, shall become immediately due and payable. The Tenant will be given the option of Early Lease Termination (**§ 11**), which avoids all legal fees, and record of eviction and judgment on the Tenant's and Co-Signer's credit report.

If Tenant does not choose the Early Lease Termination, the terms of **§ 58 and § 59** will be used in determining the claim amount sought in addition to the Right of Possession. Tenant shall pay all costs involved, including attorney's fees, collection costs and the costs to return the property to rentable condition.

§ 52. INCURRING DEBT:

Tenant has no authority to incur any debt, make any contracts or agreements on behalf of the Landlord, Owner or said property for any work, services, utilities or materials.

§ 53. SEVERABILITY:

In the event any provision of this Agreement is held to be void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

§ 54. VIRGINIA LANDLORD TENANT ACT:

The rights and responsibilities of the persons signing this lease are governed by the Virginia Residential Landlord and Tenant Act (§ 13.2, Title 55 of the Code of Virginia as amended), and to the extent any provision of this lease is in conflict with the Act, the provisions of the Act will control.

§ 55. MEGAN'S LAW:

Disclosure is made to Tenants under Code of Virginia Chapter 23 (§ 19.2 -387 et seq.) of Title 19 that information regarding the current registration of sexual offenders can be obtained by contacting the local Police department, State Police Department, Central Records Exchange at (804) 674-2000 or at www.state.va.us/vsp/vsp.html.

§ 56. FEDERAL HUD and EPA LEAD DISCLOSURE:

For any property built before 1978, the EPA and HUD require that the Landlord disclose that the property may contain lead-based paint. Since the majority of the properties managed by CP were built before 1978, we disclose this for all properties.

HUD requires that Tenants receive and read an official HUD / EPA lead disclosure booklet before occupancy. Tenant and Landlord have read this booklet together at the lease signing. CP provides a permanent copy of this required disclosure booklet on the web site so that Tenant can re-read or print copies prior to occupancy.

§ 57. FRATERNITY / SORORITY MEMBERSHIP:

The City of Harrisonburg prohibits Fraternity/Sorority Houses in the majority of the city. No property currently managed by CP qualifies as a Fraternity/Sorority House under current City Zoning. Because violations in zoning laws can severely impact the future use of the property, CP aggressively works with the City and will immediately begin the eviction process of a Tenant group that is illegally operating a Fraternity/Sorority house. Tenants **are** permitted to be members of a fraternity or sorority. Tenants **are not** permitted to list the property in any F/S publications, advertise F/S functions at the property or in any way link the property to any F/S event. Tenants are not permitted to install Greek letters or post signs with the F/S name or logos that are visible from any public street.

§ 58. COSTS FOR COLLECTION OF JUDGEMENT:

In the event that unpaid rent results in legal action, Tenant agrees that CP will add half the unpaid amount or \$500 (five hundred dollars), whichever is less, to cover the costs associated with collections and for labor not requiring legal council. CP is entitled to actual expenses and payment for time spent at the Clerical Labor rate (**§ 7**) agreed in the Lease. Within ten (10) days of full satisfaction of the judgment by the Defendant, CP will refund to the Defendant all unused collection costs.

§ 59. COURT ENFORCEMENT:

All court enforcement of the terms of the Lease will take place in Rockingham County, Virginia and be in accordance with the laws of the Commonwealth of Virginia. Both Tenant and Landlord agree that interest will accrue at a rate of 18.0% APR (eighteen percent) on any judgments for either Landlord or Tenant until paid in full.