



DEED of LEASE for 2006-2007



Castle Property
919 North Main Street; Harrisonburg, VA 22802 (540) 564 - 2659
e-mail: office@castleproperty.com web site: http://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 (CP), hereinafter referred to as Landlord. This Individual lease is for a bedroom listed below and an undivided portion of the common space.

WITNESSETH

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

Property Address: _____ Room #: _____

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

Payment Summary:

Security deposit: \$ _____ (see Payment information below) Due: _____
First rent payment: \$ _____ (includes rent and annual yard maintenance fee) Due: _____
Monthly rent payments: \$ _____ (does not include furniture or pet rent if applicable) Due: 1st of each month
Last rent payment: \$ _____ (does not include furniture or pet rent if applicable) Due: _____

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

Rent is payable monthly in advance and due on the 1st day of the month and late on the 6th. 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 ; 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: _____

Late Rent Fee (for balances over \$100): \$25.00 late fee due on the 6th of the month plus \$5 per day thereafter until paid in full.

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

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

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.

Security Deposit: Balance of \$ _____ due _____
Balance includes payment of \$ _____ as of _____.
Refund of Security on _____. See § 7 of Lease Terms.

Change Over Cleaning Fee: \$150.00 to be deducted from security deposit at the end of the lease. See § 8 of Lease Terms.

Annual Yard Maintenance Fee: \$ _____ due _____. See § 12 of Lease Terms.

Labor Rate Used for Billing Tenants (hourly) : \$36.00 (service), \$29.00 (clerical), \$24.00 (assistant). See § 6 of Lease Terms.

Internet / Cable TV: \$ _____ per person per month. Billed monthly to the House Manager. See § 36 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.

House Manager: Tenants have chosen _____ to be the house manager for the property. See § 1 of Lease Terms.

House Manager Contact Information: E-mail: _____ Phone: _____

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

Tenant Name: _____ Property Location: _____

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.

Quarterly inspections: _____. See § 33 of Lease Terms.

Allowable Pets: _____ - Pet Application and deposit required prior to pet arrival. See § 22 of Lease Terms.

Billing Address: All 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:
«Ten_Email_1» Correct Incorrect
«Ten_Email_2»
If incorrect change to: _____

CO-SIGNER E-MAIL ADDRESSES
«CSgnr_Email1» Correct Incorrect
If incorrect change to: _____

Cell Phone: _____

Cell 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:

This is one of ____ individual leases for the property listed above. The agreed individual rent is based on all leases being executed. In the event that one or more of the ____ Tenants do not return Co-Signed leases and security deposits by _____, CP reserves the right to cancel all ____ leases. If it is necessary to cancel 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.
(_____) X: _____

THIS AGREEMENT and the Castle Property 2006-2007 Lease Terms are 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 have read the entire Deed of Lease and 2006-2007 Lease Terms. I understand and agree to the lease and terms.
(_____) Signature: _____ Date: _____

Co-Signer: I have read the entire Deed of Lease and 2006-2007 Lease Terms. I understand and agree to the lease and terms.
(_____) Signature: _____ Date: _____

Landlord: Landlord has read the entire Deed of Lease and 2006-2007 Lease Terms and agrees to both the lease and terms.
(C. Glenn Loucks signing for CP) Signature: _____ Date: _____



HOUSE MANAGER AGREEMENT



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

This Agreement is part of the Individual Deed of Leases made _____ the property located at:
_____ and is referred to as the House Manager Agreement.

Tenants have selected _____ to be their house manager for the term of the lease. This gives the House Manager (HM) the following rights and responsibilities with respect to the property listed above from the time the leases are signed (_____) through the date the Security deposits are returned (_____).

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

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 position also specifies exactly who is responsible for the utility bills and other financial matters other than the payment of rent. The House Manager has the final say for decisions relating to the group. When multiple options are available for the group, the House Manager, after receiving input from both the Tenants and Co-signers will make the final decision. The House Manager is responsible for:

1. Setting up the house utility accounts (see listing below) no later than 10 days prior to the start of the lease for service to begin on the first day of the lease, regardless of occupancy. The first day of this lease is June 3, 2006. (See § 23 of the lease terms for more information)
2. Attending the one Move-In Inspection for the property scheduled for 2:00 PM on June 3, 2006 or rescheduling a later appointment date or time that is more convenient. All Tenant and Co-signers are welcome to also attend. (See § 23 of the lease terms for more information)
3. Receiving calls, e-mails or requests from Tenants and Co-signers for service or repair work needed at the property.
4. Contacting Castle Property for any service or repair items at the property.
5. Notifying Tenants at the property of showings, inspections or repairs scheduled with Castle Property.
6. Giving approval or objecting to any potential Sublease Tenant or Replacement Tenant based on the other Tenant's input.
7. Paying all utility bills, repair or service bills and lease violation fines and charging the appropriate amount to the other Tenants.
8. Attending the Move-out Inspection scheduled for 11:00 AM May 27, 2007 or rescheduling an earlier appointment date or time that is more convenient. Non-renewing Tenants must vacate the property prior to the Move-out Inspection (See § 24 of the lease terms for more information)
9. Providing to Castle Property at the Move-out Inspection, a list of common area damages that should not be divided evenly among all Tenants at the property. The list should include the name(s) of the responsible Tenant(s) and the percentage of the damage. Tenants and Co-signers agree to assist the House Manager with this task and agree to let the house manager decide on the correct prorations.
10. Disconnecting the utility services no earlier than June 3, 2007 to allow for cleaning and repairs from Tenant use. This date is without regard to the Move-out Inspection date (See § 24 of the lease terms for more information)

UTILITIES:

The House Manager will be responsible for basic utilities connections between _____ and _____ without regard occupancy.

Tenant to set up the following Utilities:

Water/Sewer/Trash:	City of Harrisonburg (434-6783)
Electric Service:	Harrisonburg Electric (434-5361)
Gas:	Commonwealth Gas (800-543-8911)

Castle Property will set up the following utilities and bill the House Manager monthly as follows:

Internet and Cable: Castle Property bills a fixed monthly rate of «int_cable_fee» per person.

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

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

Tenant: (_____) Signature: _____ Date: _____

Co-Signer: (_____) Signature: _____ Date: _____

Landlord: (_____) Signature: _____ Date: _____



Castle Property 2006-2007 Lease Terms

Castle Property

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COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKINGHAM

Castle Property 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. 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 is responsible for maintaining all utilities through the entire term specified in the House Manager Agreement. The HM agreement specifies the specific utility responsibilities for each property.

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 15 days from the time an invoice is sent by Castle Property to make payment. If one or more roommates need more time to obtain their portion of bills, it is suggested that a deposit is paid by all Tenants to the HM to allow for the on time 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 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 seven days, CP will become the HM. All duties of the HM will be performed by CP at the Clerical Labor rate and all charges normally billed to the HM will be split evenly among all Tenants. Starting with the next rental payment, the original HM will no longer receive the discounted rent.

§ 2. PROMPT NOTICE OF DAMAGES:

Tenant will give the HM prompt notice (within 24 hours) of any known defect, breakage, malfunction or damage to the structure, equipment or fixtures in or on said property. The HM will immediately contact CP by e-mail or phone. If damage occurs outside of normal office hours, the HM must call and leave a message or 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.

§ 3. HOW PAYMENTS ARE APPLIED:

It is agreed that payments are to be applied first toward outstanding balances posted to the account by the 20th day of the previous month 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 moneys are expressed in US Dollars and are payable by personal check, cashier's check or money order. Cash payments may be made during office hours. Unscheduled office closures will not be an excuse for non-payment of rent since money orders are available 24 hours a day at various locations including Wal-Mart and 7-11. Use of the drop box in front of the CP office is equivalent to receipt of mailed payments. Payments received at our office before 8:00AM are considered received the previous day to allow for late night payments to be properly credited.

§ 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 of clerical labor per Tenant requested lease change.

§ 6. 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 which ever is the lesser. 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.

Service: Charged for either a work leader for jobs requiring more than one, or for the service person for jobs requiring only one worker.
Clerical: Charged for any office work required for tenant requested lease changes or written notification of lease violations.
Assistant: Any work performed by helpers, assistants, or laborers not requiring an additional vehicle.
Subcontractor: For any work performed by a subcontractor, Landlord will bill Tenant at the sub-contractor's rate without any markup.

§ 7. 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. No part of said security shall be used by Tenant for rent or any other obligation due, including last month's rent. Tenant shall pay rent as though no security were ever made. Landlord shall within thirty days after the termination of the lease return to the Tenant the security deposit minus deductions. If the security deposit is mailed after thirty days, the deposit due will accrue interest at an annual rate of 18% (eighteen percent) beginning on last day of the lease.

Any outstanding account balance will be deducted from the 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 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.

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.

§ 8. CHANGE OVER CLEANING FEE:

The change over 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 fee does cover: Up to 5 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 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 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) plus \$5 (five) 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 payment of rent and utilities 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 rent due through the end of the lease term and a 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 deposit minus the change over cleaning fee and any damages in excess of the change over cleaning fee. 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. ANNUAL YARD MAINTENANCE:

The annual yard maintenance fee is due with the Tenant's first month's rent. This fee covers grass cutting, fertilizing, 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.

§ 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) for each occurrence of a Tenant or guest observed in any prohibited area or for evidence that the prohibited areas were accessed. 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) 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 5 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 is convicted in court for violation of the Harrisonburg City Noise Ordinance, CP will issue a written notice to the Tenant, Co-signer and the HM. Tenant agrees to pay a fine of \$50 (fifty) 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 that 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 72 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 or debris. Tenant agrees to follow the local ordinances for the disposal of garbage and recyclable items. Landlord will furnish the Group with two trashcans at the move-in inspection. It is the responsibility of the Tenants to maintain these cans throughout the year and purchase additional cans if the weekly trash volume is larger than two cans. **All outside trash must be stored inside trashcans** to reduce the likelihood of animals or wind dispersing trash around the neighborhood.

Landlord will notify Tenants if bagged items or 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 has been either removed or placed in trashcans. If uncanned trash remains, Landlord will clean any remaining trash and the HM will be invoiced for the clean up time, inspection times and the cost of additional trash cans (\$18 each). 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, all Tenants and Co-Signers will be notified by e-mail and will be given three calendar days to clean the property. Any cleaning not performed by Tenant will be done by Landlord at the HM's expense. The HM will be billed for materials and time to both clean the property and document the condition.

§ 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 other 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) pet security deposit. All other Tenants on the group agreement must sign either the Pet Application or send an e-mail giving their permission for the pet. 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 for any calendar month that the pet is in the property and is not pro-rated.

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 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.

§ 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 which 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) seven days beyond the end of the lease or the start of the next lease, whichever is earlier, 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 the half of 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 damage exceeds the additional rent amount the difference will be deducted from the security deposit.

§ 27. CYNDER BLOCKS AND BRICKS:

Tenant agrees to not store or use cinder blocks, bricks or masonry blocks at any time inside the property.

§ 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, hot water heater, washer and dryer unless otherwise specified in the house manager agreement. 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. 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.

§ 31. ACCESS TO PROPERTY FOR EMERGENCIES:

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

§ 32. ACCESS TO PROPERTY FOR REPAIRS OR IMPROVEMENTS:

Normal Repair Times for CP staff is between **9:00 AM and 6:00 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. E-mail Notice will be sent to the Tenants by Friday for work to be performed the following Monday, Tuesday or Wednesday. E-mail Notice will be sent to the Tenants by Monday for work to be performed later in the week on Wednesday, Thursday or Friday. To increase productivity and allow for emergency or urgent work to be performed immediately, CP can not give a specific service day or time.

Any repairs or maintenance requested by the HM will be added to the week's repair schedule based on priority. To reduce response time, no notice will be sent for HM requested items. The HM should notify the other Tenants when making a service request. Most sub-contractors 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.

§ 33. ACCESS TO PROPERTY FOR PERIODIC INSPECTIONS:

Within ten calendar days of each date listed in the lease, Landlord may perform periodic inspections on the property. The exact date will be confirmed with the HM before the inspection giving at least 72 hours notice to the Tenants. The inspection will occur during Normal Repair Times and an exact time cannot be given. 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 October, the property will be made available to other groups. Landlord agrees to give at least 24 hours notice by calling the HM and by sending 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.

§ 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:

The web site and page 1 of the lease indicates whether the property has been pre-wired for Internet and cable. If a property is pre-wired, then Internet and Cable Service is provided by CP at the monthly rate specified in the lease. The rent quoted on the web site and lease is discounted \$10 (ten dollars) per person per month, based on Tenants purchase of Internet and cable from CP. The group may choose to supply their own Internet and cable service and forfeit the \$10 (ten dollars) per person rent discount.

CP contracts through Adelphia Cable for cable and Internet service at the property. Service includes Adelphia basic cable (currently ~ 70 channels) and high-speed Internet. The current channel listing is available on the CP and the Adelphia web sites. Tenants may contract directly with Adelphia 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 Adelphia.

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 cable and Internet 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 Adelphia to provide continuous service. Credit only will be given to Tenants for reported continuous service interruptions longer than 72 hours.

NOTICE: Adelphia Communications is a bankrupt company. If in the sole decision of CP, it is determined that Adelphia or the company that purchases their cable and internet franchise is unable to provide adequate service, CP will terminate their contract with them and allow the Tenants to choose their own internet and cable provider.

§ 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 vehicles. For the remainder of the lease term, the HM will be fined \$50 (fifty) per occurrence and given the above listed times to correct the violations.

§ 39. PAINTING, REDECORATING OR REPAIRING DRYWALL:

Tenant may **NOT** paint, repair drywall or install shelving on any part of the premises. Landlord will remove any unauthorized changes to the property found by Landlord. Tenant shall obtain Landlord's written consent before making alterations, additions or improvements to the premises. If unauthorized repairs are found, CP will do an immediate 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.

§ 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. If a Tenant wants his entire bedroom painted, Tenant should contact Landlord in writing at least 10 days prior to occupancy. Tenant agrees to pay for the first 2 (two) hours of labor and Landlord will pay for the remaining time and all materials used.

§ 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 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 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 if 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 the HM notifies Landlord prior to Landlord's arrival 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, and the term of the lease shall terminate on the day of 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 Tenants 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. RENTERS 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 in any way include Tenant's personal belongings or Tenant liability.

§ 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 will only 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 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 rented for residential use only. Neither the neighborhood nor the plumbing and parking are designed for open house parties.

§ 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. Landlord provides a permanent copy of this required disclosure booklet on it's web site so that Tenant can re-read or print copies prior to occupancy.

§ 57. MEDIATION AGREEMENT:

Tenant and Landlord agree to meet at the Landlord office to resolve any differences directly at no cost to the Tenants. If a solution cannot be found at the Landlord office, CP will agree to go to mediation and Tenant agrees to pay the full cost of the mediation.

§ 58. COSTS FOR COLLECTION OF JUDGEMENT:

In the event that unpaid rent results in legal action, Tenant agrees that CP will add the lessor of half the unpaid amount or \$500 (five hundred) 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 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% (eighteen percent) on any judgments for either Landlord or Tenant until paid in full.