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## 2018-2019 VIRGINIA RESIDENTIAL LEASE AGREEMENT

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This **Residential Lease Agreement** (*“Agreement”*) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

**Lessor, (“Landlord”):**

**RIVER MOUNTAIN PROPERTIES, LLC**  
**PO Box 700**  
**Blacksburg, VA 24063**  
**info@rivermountainproperties.com**

and

**Lessee(s), (“Tenant(s)”):**

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Landlord hereby agrees to rent to Tenant(s) the Property (*“Premises”*) whose street address is:

\_\_\_\_\_

The address set forth above is the address where notices will be sent under this Agreement. If more than one person is listed as Tenant, one notice will be sufficient for all Tenants.

This Agreement is a contract which sets forth Tenant’s rights and obligations. It may be changed only by a written agreement signed by both parties which may be modified by Landlord as described therein. This is a binding Contract on Tenant(s) and Landlord, their respective successors, assigns, heirs, executors, administrators and personal representatives. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Virginia.

## Terms, Payments, Deposits, Fees

### **Terms of Lease (“Lease Term”):**

- ▶ Lease Term Begins (“Commencement Date”) **August 1, 2018.**
- ▶ Lease Term Ends (“Termination Date”) **July 25, 2019** unless terminated earlier pursuant to this Agreement.
- ▶ Length of Lease Term is **eleven (11) months and three (3) weeks.**

### **Rent Payments:**

- ▶ Total Rent Due for Full Lease Term \_\_\_\_\_, (\$\_\_\_\_\_).
- ▶ Monthly Rent Due \$\_\_\_\_\_ to be paid in advance on the first day of each month without notice, deduction or demand.
- ▶ Your first monthly rent payment will be due on or before \_\_\_\_\_.
- ▶ Utilities included in the rent: \_\_\_\_\_  
See paragraph 1. A for more details.

### **Deposit:**

- ▶ **Security Deposit \$\_\_\_\_\_.**
  - Due upon signing.
  - Failure to submit full security deposit timely will constitute a forfeiture of all monies deposited and will void any and all agreements.

### **Fees (Non-Refundable):**

- ▶ **Application Fee \$25/Applicant.**
  - Must be submitted with completed rental applications.
  - Non-refundable processing fee. (Not to be applied to any deposits or other monies subject to the terms and conditions of this Agreement.)
- ▶ **Repairs/Cleaning Fee \$250/Bedroom** (Minimum Fee. Non-negotiable)
  - To be deducted from Tenant’s security deposit as additional rent (collectible as rent).

## 1. TENANT - Stipulated Conditions.

### A. Rent.

Tenant(s) agrees to pay Landlord rent in the amount set forth above (*page 2*). Rent must be paid in monthly installments on the **first day of each month**. Rent must be paid in full and no amount may be subtracted from it.

**Rent is to be paid in full, in one payment, in advance of the first day of each month without notice, deduction or demand and, no later than the 5th day of every month during the Lease Term of this Agreement.**

All rent and security deposit payments must be made by one **total** check or direct draft via the resident portal. If each tenant wishes to make individual payments, it must be done online via direct draft in the resident portal. Rent must be paid either by mailing it to the address set forth on the first page of this Agreement, online payment via the resident portal or, in person by inserting it in the drop-slot at Houston Village, 400 Houston Street. (*Drop-slot is located in the door on the right [between the white house and apartments] when entering the parking lot.*) **WE ENCOURGE YOU TO PAY ONLINE**

The following utilities are included in the rent: \_\_\_\_\_ up to \$400.00 If the total utility bill exceed \$400.00 per month, then tenant will be responsible for the additional amount which due along with the next month's rent. Additional late fees will apply to any overage utility costs not paid at the beginning of the following month.

Rent is due on time during breaks. Under no circumstances can Tenant's security deposit be used as a substitution for any month's rent.

Any sum Tenant(s) is required to pay under this Agreement in addition to monthly rent, shall be considered additional rent (*collectible as rent*). Landlord does not waive the right to require payment of rent in full, without notice, deduction or demand on the date it is due.

### B. Late Fees.

Rent is to be paid in full, in advance of the first day of each month without notice, deduction or demand and, no later than the **5<sup>th</sup> day** of every month during the Lease Term of this Agreement. **WE ENCOURGE YOU TO PAY ONLINE TO AVOID LATE FEES**

**Mailed checks and online payments must arrive by 5:00 pm on the 5th. Please be sure to mail your payment timely in order to avoid late fees.**

**Payments submitted in the drop-slot must be made by 12:00 midnight on that date to be considered timely. Any and all payments received after that time and date will be subject to additional charges as set forth below.**

If Tenant(s) fails to pay rent in full, **on or before the 5<sup>th</sup> day of any month**, Tenant(s) will be charged, as additional rent (*collectible as rent*), **a late fee of 5%** of the total rent due each month. If Tenant(s) fails to pay the rent in full, **on or before the 10<sup>th</sup> day of any month**, Tenant(s) will be charged, as additional rent (*collectible as rent*), **10%** of the total rent due each month. These charges, if not paid when accrued, will be deducted from the security deposit sum held by Landlord. The late fee will be charged to the Property and is the equal responsibility of each tenant regardless of which tenants have paid and which are late. An up-to-date record of status of account is available upon request. **Notices of**

late payments **will not** be sent to tenants on a monthly basis or as recorded due to any ongoing late penalty charges.

**C. Returned Checks.**

Tenant(s) agrees to pay Landlord as additional rent (*collectible as rent*), a fee of **\$50 for each returned check**. Tenant(s) agrees that Landlord has the option to re-present returned checks to be debited against Tenant's account for the face amount of the check and a returned check processing fee. If Tenant's rent payment check is returned and Landlord chooses not to re-present the check or is unsuccessful in doing so, Tenant(s) shall pay the rent, in addition to the applicable late fees and charges, by money order or certified check only. If Tenant's rent check is returned more than two (2) times during the Lease Term, Landlord may require that Tenant(s) shall pay all rent, additional rent and other charges owed for the remaining of the Lease Term, by money order or certified check.

**D. Rental Application.**

In order to be considered for tenancy of an River Mountain Properties, LLC rental property, a completed and executed rental application for each person intending to execute the Agreement, must be submitted to Landlord along with a **\$25 per applicant** rental application fee. This fee is a **non-refundable processing fee** to be paid by separate payment and does not in any way (i) constitute a commitment to lease/rent or (ii) guarantee selection of property. This Agreement is conditioned on satisfactory verification and approval by Landlord of Tenant's past rental history and/or other background check(s) prior to possession. Tenant's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. Failure of the Tenant(s) for any reason whatsoever, (i) to execute a written lease agreement. Tenant(s) understand that the decision to approve or reject Tenant's application is made solely at Landlord's discretion and that Landlord is not bound by the principle of "first come, first serve," and as such, Landlord has the unrestricted right to withhold approval and to reject tenancy if Landlord receives any negative information regarding Tenant's background check.

**E. Security Deposit.**

Upon execution of this Agreement, Tenant(s) shall deposit with Landlord the amount set forth above (page 2) as a security deposit. Landlord shall hold this deposit as security to be applied solely against any deductions, damages and other charges as provided in this Agreement. **Tenant(s) is not permitted to deduct the security deposit from the rental payment for the last month or any other term of this Agreement.**

In accordance with Virginia State Law Provisions (*VA ST §55-248.15:1*), Tenant's security deposit, less late payments of rent, fees for late payments of rent, deductions for damages by reason of Tenant's negligence, and, all other charges as provided in this Agreement, and any remaining balance on the account, will be returned to Tenant(s) within 45 days after the Termination Date and if Tenant(s) has met the following conditions:

- a) Tenant(s) has vacated the Premises.
- b) Tenant(s) has paid the rent, additional rent and all other charges due under this Agreement.
- c) Tenant(s) has given Landlord proper notice of vacating.
- d) Tenant(s) has removed all personal property, and left the Premises in good, safe and clean order, except for ordinary wear and tear.
- e) If damages to the Premises exceed the amount of the security deposit, Landlord shall give written notice to Tenant(s) advising of the fact. Tenant(s) shall pay Landlord the stipulated amount within 30 days of such notice. Tenant's failure to pay such charges will result in Landlord's right to take legal action against Tenants collectively. Tenant(s) agrees to pay all legal expenses incurred for recovery of such charges.

**The total amount of all charges will be joint and several of all Tenants and will be deducted from the security deposit collectively.** Landlord will prepare **one (1) check payable to a designated Tenant** and forward same to forwarding address provided as required by the Lease Agreement.

- (1) **Final Inspection.** Upon termination of the tenancy, Landlord will conduct a final inspection of the Premises and prepare a written notice ("*Move-Out Inspection Checklist*") itemizing any deductions. Any and all fees incurred will be itemized then totaled collectively on a settlement statement which will be provided to you, along with the Move-Out Inspection Checklist. Under applicable Virginia Law, Landlord will make reasonable effort to provide Tenant(s) with notice of a right to be present. Landlord will include in the vacating notice sufficient language to inform Tenant(s) of the inspection times which will occur. If Tenant(s) fails to make such a request, or fails to schedule an inspection, Landlord will proceed with the inspection without Tenant(s) being present.
- (2) **Settlement Statements.** Landlord will provide a Settlement Statement to Tenant(s) within 45 days from the Termination Date (**by September 8<sup>th</sup>**). Tenant(s) will have **30 days** in which to make a dispute. After the 30 day dispute period, all statements and return of monies will be deemed **FINAL**. If damages to the property exceed the amount of Tenant's security deposit, Landlord will provide Tenant(s) written notice advising of the fact. The stipulated amount exceeding Tenant's security deposit will be due within **30 days** of receiving such notice.
- (3) **Multiple Tenants.** Where more than one Tenant signs this Agreement, a deduction to be made from the security deposit will be **joint and several**. **Landlord will prepare one (1) check payable to a designated Tenant, and forward same to forwarding address provided to Landlord by written notice as required herein.**
- (4) **Forwarding Address.** Tenant(s) must provide Landlord electronic notification, no later than **20 days prior** to vacating the Premises, of the forwarding address of a **designated Tenant** so that Landlord can forward the Settlement Statement and security deposit amount, if any. **If Tenant(s) fails to give notice of a forwarding address, Landlord will hold Settlement Statement and will retain the security**

**deposit refund, if any, until Tenant(s) notifies Landlord of the appropriate address.**

**(5) Successor's Obligations.** If Landlord in any way transfers its interest in the Premises, the security deposit may transfer to the transferee thereafter releasing Landlord from all liability for the return of the security deposit to Tenant(s). If such a transfer occurs, Tenant(s) agrees to look to the transferee solely for the return of the security deposit and to release Landlord from all obligations and liability relating thereto.

**F. First Right of Refusal.**

Current Tenant(s) will be given first option to execute a new Agreement for the following school year. Notice of Tenant's intent must be received no later than **October 1<sup>st</sup>**. **NO EXCEPTIONS.** Any current Tenant(s), opting to exercise this option, will be required to execute a new Agreement and agrees to abide with all provisions and rates stated therein. Landlord reserves the right to deny the renewal option to any tenant.

**G. Use and Occupancy.**

Tenant(s) will use the Premises for dwelling purposes only. Tenant(s) represents to Landlord that the Premises will be occupied only by those listed on page 1 of this Agreement. For the purpose of this Agreement, occupancy by an unauthorized person for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord, will constitute occupation of the Premises on a regular basis and therefore will constitute a violation of this lease.

Tenant(s) must advise Landlord immediately in writing of any change in the occupants. Subletting the Premises requires Landlord's consent as described in Section 1, Paragraph G below.

**H. Assignment and Sublet.**

Tenant(s) will not assign or transfer this Agreement or sublet the Premises without written consent of the Landlord. In the event the Tenant(s) assigns the Agreement or sublets the Premises, Tenant(s) will not be relieved from his/her obligations (*including paying rent*) under this Agreement.

An assignment or sublet of the Premises without the prior written consent of Landlord or an assignment or sublet by operation of law, shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

**I. Alterations.**

Tenant(s) will not and is not permitted to make any alterations, repairs, additions, improvements, paint, decorate and/or wallpaper on or about the Premises, or construct any building, or make any other improvements on or about the Premises without the prior written consent of Landlord.

In the event Tenant(s) makes any alterations and/or additions without Landlord's consent, any and all alterations, changes, installations and/or improvements built, constructed or placed on or about the Premises by Tenant(s) shall, unless otherwise provided by written agreement, be and become the property of the Landlord and remain on the Premises at the Termination Date or earlier termination of this Agreement. Landlord can require Tenant(s) to remove any and all alterations, changes, installations and/or improvements

built, constructed or placed on or about the Premises, at Tenant's expense, and return the Premises to its condition prior to the alterations and/or additions.

**J. Maintenance, Repairs and Upkeep.**

Tenant(s) will keep the Premises, as well as the equipment and appliances, in clean, orderly and safe condition and shall comply with all state and local laws requiring Tenant(s) to maintain rented Premises for the Lease Term of this Agreement and any renewal thereof. The Maintenance, Repairs and Upkeep Addendum, attached hereto and incorporated by reference herein, is to promote the convenience, safety and/or welfare of the Tenant(s) in or about the Premises, preserve the Landlord's property from abusive use, and establishes a tentative schedule of standard deductions to be utilized by Landlord in assessing charges against Tenant(s) for damage(s) to the Premises, with the exception of reasonable wear and tear. Landlord reserves the right to alter the said schedule if the repair costs should become higher than those listed thereon. Landlord further reserves the right to assess against Tenant(s) for such damages, the actual costs of the materials and repairs, if there is a variance between the tentative schedule and the actual bill for such materials and repairs. The Addendum also establishes the tentative schedule for charges to be made by Landlord against Tenant(s) during the Lease Term for any damages as may occur.

**K. Peaceful Enjoyment.**

Tenant(s), Tenant's family, guests and/or anyone Tenant(s) invites onto the Premises will act in a manner that will not disturb the peaceful enjoyment of the neighbors. Tenant(s) agrees not to make loud noises, disturbances, odors, nuisances or do anything which interferes with or disturbs the rights, comfort or convenience of other residents or the community.

**L. Pets.**

Pets/animals of any kind are **NOT** allowed in or about the Premises at any time. Tenant(s) shall not allow any of Tenant's family, guests, and/or invitees to bring pets/animals in or about the Premises. Having an unauthorized pet/animal in or about the Premises is a substantial default under this Agreement, except for guide dogs or other assistance animals for a disabled Tenant(s) or disabled guests of Tenant(s). Liquidated damages in the amount of **\$1,000** will be charged to the Tenant(s) as compensation for loss of opportunity to maintain its reputation as a "pet-free" property. Upon discovery of a pet/animal, Tenant(s) will be required to submit to Landlord, the sum of **\$500 (1/2 of the liquidated damages fee) within 10 days** of discovery of pet/animal. The remaining **\$500** will be deducted from Tenant's security deposit, in addition to any actual damages to the property. Tenant(s) will be required to immediately replenish said amount(s) when billed and the same shall be considered as additional rent (*collectible as rent*). Landlord retains the right to initiate an immediate eviction process upon discovery of this violation.

Service animals – Tenant(s) must provide verification from Tenant(s) physician or Tenant(s) psychiatrist of a disability and that the service animal directly assists with specific needs relating to that disability. **Until we have received this documentation from the physician or the psychiatrist, the service animal will NOT be allowed in the unit.**

**M. Courtyard. (Pertains only to any property with a common area)**

The common area ("*Courtyard*") is provided for Tenant's use only. Tenant's family, guests and/or invitees must be accompanied by Tenant(s) while in the Courtyard. Tenant(s) is

responsible for the actions and any and all damages as a result of Tenant's, or any of Tenant's family, guests and/or invitees, actions or lack of actions. This area is designated for gatherings and is provided with electricity, cable, gas grills and utensils. Tenant(s) is permitted to connect a television to the service. Tenant(s) is responsible for clean-up of Courtyard after each use as follows:

- (1) Pick-up all debris and trash and place in receptacles provided.
- (2) Clean and close lids of gas grills after use.
- (3) Clean and return all cooking utensils to bin provided.
- (4) Turn off propane gas tanks.
- (5) Turn off all electricity, lights, etc.

**N. Lock Out Policies.**

In the event Tenant(s) has been locked out of the Premises, Tenant(s) may:

- (1) Contact *Landlord at (540) 392-4959 or (540) 808-8892*. If available, Landlord will arrange entry access to Tenant's Premises. Please see the Maintenance, Repairs and Update addendum for terms and fees..
- (2) Contact *Brian's Lock & Key at (540) 951-3446*. You will be responsible for any and all charges rendered by them at the time the service is performed.

**DO NOT** remove window or door screens to gain access to the Premises. Any damages while attempting to enter the Premises will be the responsibility of the Tenant(s) and all charges incurred will be added to the itemized deductions of the security deposit on the Settlement Statement.

**O. Renter's Insurance.**

Tenant(s) is urged to carry renter's insurance on personal property as Landlord cannot and does not insure personal property against loss.

**P. Contact Information.**

Tenant(s) must complete the attached Contact Information form which shall be submitted with the executed Agreement and made a part thereof. It is the responsibility of the Tenant(s) to notify Landlord within **72 hours** of any changes or updates.

**Q. Compliance with Laws.**

Tenant(s) will comply with all laws and regulations concerning the Premises. Tenant(s) will also require any of Tenant's family, guests and/or invitees to comply with any laws or regulations. Tenant(s) will pay Landlord, as additional rent, the amount of any fines and/or penalties imposed on Landlord as a result of any violations of any laws or regulations.

**R. Compliance with Rules and Regulations.**

Tenant(s) agrees to comply with all rules and regulations of the Premises, as specified in the Rules and Regulations Addendum, attached hereto. Landlord may, upon thirty (30) days' notice to Tenant(s), modify, delete and/or add new rules. The Rules and Regulations



are made a part of this Agreement and a breach of any rule and/or regulation will be considered a default under this Agreement.

**S. Hazardous Materials.**

Tenant(s) shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**T. Legal Expenses.**

If permitted by law, Tenant(s) will reimburse Landlord for all court costs and reasonable attorneys' fees Landlord incurs as a result of any legal action Landlord brings against Tenant(s) for any reason, including an action for eviction or an action for Tenant's failure to comply with any of Tenant's obligations set forth under this Agreement. Such costs and fees will be considered additional rent.

**2. LANDLORD - Stipulated Conditions.**

**A. Entering the Premises.**

With respect to the privacy of Tenant(s), Landlord will attempt to notify Tenant(s) before entering the Premises, except in cases of emergency. Landlord, at his sole discretion, may enter the Premises at any time without Tenant's consent, in case of an emergency. Landlord may enter the Premises in order to make repairs, inspect or to show the Premises to prospective tenants, possible or actual purchasers, mortgage lenders, appraisers, insurance agents, workmen or contractors. Tenant(s) acknowledges that in some cases Landlord will need to enter the Premises to handle an emergency or make ordinary repairs to another apartment or part of the building in which the Premises is located. Tenant(s) acknowledges that by contacting Landlord to request repairs, Tenant(s) authorizes entry of the Premises without any further notification.

**B. Inspection of Premises.**

Landlord and its agents shall have the right at all reasonable times during the Lease Term of this Agreement and any renewal thereof, to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon.

**C. Signs.**

Landlord and its agents shall have the right to exhibit the Premises and to display the usual "for sale", "for rent" and/or "vacancy" signs on the Premises at any time. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations and/or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

**D. Insurance.**

Landlord will insure the Property in accordance with reasonable commercial practices. Please note that Tenant's personal property is not insured by Landlord and Tenant(s) must obtain renter's insurance in order to have coverage for personal property. Note also that

Landlord's insurance will not cover Tenant's time and inconvenience in the event of damage or destruction to the Premises or Property.

**E. Repairs.**

Landlord will timely respond to Tenant's request for maintenance repairs. Landlord's responsibility to make repairs is limited as described in Section 3, Paragraph I.

**F. Delivery of Possession.**

Landlord will deliver the Premises to Tenant(s) as of the Commencement Date of this Agreement. In the event Landlord cannot deliver possession of the Premises to Tenant(s) upon the commencement of the Lease Term through no fault of Landlord and/or its agents, then Landlord and/or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord and/or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant(s) agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord and/or its agents, then this Agreement and all rights hereunder shall terminate.

**G. Condition of Premises.**

The Premises will be clean and habitable when Tenant(s) moves in subject to Tenant's obligations set forth in Section 1, Paragraph J. Landlord will maintain the Buildings, Common Areas and Parking Areas in habitable condition during the Lease Term.

**3. OTHER PROVISIONS. Part 3 of this Lease sets forth other provisions and obligations of both Landlord and Tenant(s).**

**A. Moving in.**

Tenant(s) may move into the Premises on the Commencement Date of this Agreement. Within **twenty-five (25) days** of the Commencement Date, Tenant(s) is to conduct an inspection of the Premises, itemize any existing defects or damages on the Move-in Conditions Report to be supplied by Landlord, then submit to Landlord. If this report is not submitted to Landlord within the specified timeframe, all conditions of the Premises will be deemed acceptable.

Landlord provides services for carpet cleaning, full kitchen & bath cleaning, painting, and repairs. Due to time constraints and scheduling conflicts of new and existing tenants, contractors, vendors, etc., some of these services will not be able to be performed prior to the Commencement Date. In an effort to insure these services of the Premises, Tenant(s)

must notify Landlord at least **twenty-one (21) days** prior to Tenant's intended move-in date.

**B. Damage to Premises.**

In the event the Premises is so damaged by fire, storm or other casualty that it is uninhabitable, then this Agreement shall end as of the date of the casualty and rent shall be paid up to the date Tenant(s) vacates the Premises.

However, if the Premises is damaged by casualty but remains habitable, then this Agreement shall continue. Decks or balconies and other nonessential elements of the Premises shall not be considered in determining the habitable parts of the Premises.

If any part of the Premises and/or common grounds area is damaged or destroyed by fire or other casualty resulting from any negligent act by Tenant(s) or any of Tenant's family, guests and/or invitees, Tenant(s) is liable to Landlord for all costs associated with any such damage and Tenant(s) shall, upon demand, pay all such costs as additional rent (*collectible as rent*).

If any part of the common grounds area is damaged by casualty, even if the Premise is not damaged, Landlord has the right upon thirty (30) days' notice to Tenant(s) to end this Agreement. The Agreement will end as of the date specified in such notice and Tenant(s) will vacate the Premises on or before that date.

**C. Condemnation.**

If any part of the Premises or common ground area is condemned by a governmental authority, Landlord has the right upon thirty (30) days' notice to Tenant(s) to terminate this Agreement. The Agreement will terminate as of the date specified in such notice and Tenant(s) will vacate the Premises on or before that date. Tenant(s) will not be entitled to any payment from Landlord or the government because of such condemnation except for moving expenses, if applicable.

**D. End of Lease Term.**

Tenant(s) shall vacate the Premises by the Termination Date set forth above (page 2). Tenant(s) must remove all personal belongings, broom clean the Premises and leave the Premises in good and clean order, except for ordinary wear and tear. Failure to leave the Premises timely and in good and clean order, except for ordinary wear and tear, may result in Landlord retaining part or Tenant's entire security deposit amount.

**(1) Disposal of Tenant's Personal Property.**

If any items of personal property of Tenant(s) is left on or about the Premises, or in any storage area provided by Landlord after the Agreement has terminated and delivery of possession has occurred, Landlord will consider such property to be abandoned. Such items will be disposed of after twenty-four (24) hours after termination. Landlord shall dispose of the abandoned property as Landlord sees fit or appropriate. Tenant(s) will be responsible for any and all costs associated with such

disposal. Landlord shall not have any liability for the risk of loss for such personal property.

**(2) Failure to Vacate.**

In the event Tenant(s) does not vacate the Premises on the Termination Date, Landlord shall use legal processes to remove Tenant(s).

**E. Default.**

Tenant(s) will be in default under this Agreement if any of the following occur:

- a) Tenant(s) fails to pay rent or additional rent in a timely manner; or
- b) Tenant(s) assigns this Agreement or sublets the Premises without Landlord's written consent; or
- c) Tenant(s) violates any term of this Agreement and any/all Addendums or Amendments to this Agreement; or
- d) Tenant(s) fails to comply with any section of this Agreement; or
- e) Tenant(s) or any of Tenant's family, guests and/or invitees, engages in illegal, improper or objectionable conduct.

**F. Consequences of Default.**

If Tenant(s) is in default under this Agreement, Landlord may terminate the Agreement by giving written notice to Tenant(s) in accordance with local law. The Agreement will end on the date given in Landlord's notice to Tenant(s). On or before that date, Tenant(s) must return all keys and leave the Premises. However, Tenant(s) remains responsible for all unpaid rent, additional rent and other charges as specified in this Agreement.

If Tenant's Agreement is terminated or Tenant(s) fails to pay rent, additional rent or other charges in a timely manner, Landlord reserves the right to turn Tenant(s) over to a collection agency and/or bring legal action against Tenant(s) to recover possession of the Premises and any monies owed to Landlord.

**G. Consequences of Early Agreement Termination.**

If this Agreement is ended or Tenant(s) vacates the Premises before the Termination Date, any and all rent, additional rent and or other charges for the remainder of the Lease Term will become immediately due and payable.

**H. Notices.**

All notices shall be in writing and by personal delivery, electronic mail (*e-mail*) or US mail, with the sender retaining sufficient proof of having given such notice. Tenant(s) is to mail or e-mail notices to Landlord at the address set forth on the first page of this Agreement. Landlord will deliver notices to Tenant's Premises. One notice will be sufficient for all Tenants listed on this Agreement.

**I. Limited Liability.**

Landlord is not liable for any loss, expense or damage to Tenant(s), or any of Tenant's family, guests and/or invitees, for any personal injury or property damage, unless such injury or damage resulted from Landlord's negligence or the negligence of Landlord's employees, contractors or agents. Landlord's failure to make repairs or to make repairs

timely or to otherwise perform as required by this Agreement is excused in all circumstances when caused by natural disaster, labor disturbance or other events beyond Landlord's control.

**J. Lead-Based Paint Disclosure.**

If the Premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "*LEAD-BASED PAINT DISCLOSURE*" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

**K. Miscellaneous.**

Tenant(s) represents that all statements made on Tenant's application and in this Agreement are true and correct. Tenant(s) will be in default under this Agreement if any statement Tenant(s) made is or becomes untrue.

If more than one tenant signs this Agreement, then each of the Tenants agrees to be jointly and severally liable for all obligations under this Agreement. This means that Landlord can collect the full amount of rent, additional rent and/or other charges owed from any one or all of the Tenants named in this Agreement.

Landlord's failure to enforce any provision of this Agreement shall not prevent Landlord from enforcing such provision at a later time.

This Agreement may be changed only by a written agreement signed by both parties, except the River Mountain Properties, LLC Rules and Regulations (*attached to this Agreement*) which may be modified by Landlord as described therein.

This Agreement is binding on Tenant(s) and Landlord and respective successors, assigns, heirs, executors, administrators and personal representatives.

If any provision of this Agreement is unenforceable, all other terms and provisions of this Agreement will remain in effect.

This Agreement is and shall be subject and subordinate to all ground and underlying agreements, and to all leases and mortgages, which may now or later affect such Agreements or the Premises and to all renewals, modifications, consolidations, replacements and extensions of any agreements, leases or mortgages.

Landlord is the property manager and owner of the Premises.

**L. Indemnification.**

Landlord shall not be liable for any damage or injury of or to the Tenant(s), or any of Tenant's family, guests and/or invitees or to any person entering the Premises or the building of which the Premises are a part of, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part of and Tenant(s) hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

**M. ATTACHMENTS.**

The schedules, addenda or agreements marked with an "" are attached hereto and are made part of this Agreement:

- Rules and Regulations
- Maintenance, Repairs and Upkeep
- Lead-Based Paint Disclosure
- Contact Information

**WHEREFORE**, the undersigned agree to be bound by all the terms and provisions of this Agreement:

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date



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## RULES AND REGULATIONS

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River Mountain Properties, LLC reserves the right to rescind or change any of these rules or adopt new rules. New rules shall have the same force and effect as if originally made part of the Agreement and will be effective after a thirty (30) day notice to Tenant(s).

### **A. Use of Premises and Common Areas.**

For the protection and safety of all Tenants, and any of Tenant's family, guests and/or invitees, the following rules apply to the Premises, Buildings and Common Areas.

1. Common areas, courtyard, sidewalks, entrances, hallways, or stairs of the Premises will not be used for any purpose other than entry and exit. Furniture, equipment or personal articles will not be placed or stored in any common areas, permanently or temporarily. Landlord may remove any such items at any time, at Tenant's expense, including any storage costs.
2. All equipment located in or about the Premises, will be respected in a reasonable and careful manner. Equipment includes but is not limited to such things as grills, tables, chairs, bicycle rack, heating and air conditioning system, plumbing, electrical, ventilating, or other facilities. If Tenant(s) or any of Tenant's family, guests and/or invitees damage any equipment, Tenant(s) shall be responsible for the costs of repairing or replacing such equipment.
3. Holes shall not be drilled in or about the Premises without prior written consent of Landlord, nor will any holes, hooks or screws be used on any floors, walls, doors, windows, tub, shower, appliances or fixtures.
4. Balconies, decks or patios in or about the Premises shall not be altered in any way, nor shall they be used for storage of personal property.
5. Towels, rugs, rags, laundry or other items shall not be hung from any balcony, railing or deck, nor shall anything be thrown or dropped from the windows, balcony or deck.
6. Hazardous materials shall not be brought on or about the Premises.
7. Grilling, cooking or barbecuing is not permitted on balconies, decks or patios or within 15 feet of any building, except in designated areas as expressly permitted by Landlord.
8. Locks on the doors in or about the Premises may not be added or changed without prior consent of the Landlord. Landlord is to maintain a key to every lock, which is to be provided by Tenant(s) upon replacement, at all times. All original locks, door handles, etc. must be replaced by the Termination Date of this Agreement.
9. Tenant(s) shall not place signs, advertisements or notices visible to the exterior of the Premises.

10. Items which weigh more than Landlord determines is reasonable are not permitted on or about the Premises. Such heavy items are to include waterbeds, safes, etc.
11. Trash is to be disposed of in designated areas only.

## **B. Vehicles and Parking.**

It is the responsibility of everyone who operates a motor vehicle on the premises to become familiar with the following information. These regulations have been established in order to provide safe and orderly conduct of the parking facilities.

1. The parking and traffic regulations posted on any private streets, roads or drives must be obeyed.
2. All ordinances regarding fire lanes must be obeyed. Any vehicle parked in a fire lane, no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, lawn or otherwise illegally or improperly parked may be towed without notice at the vehicle owner's expense.
3. Neither Landlord nor management, its agents, employees, or contractors shall have any liability for any damage or theft of vehicles.
4. Parking areas will be used only to park motor vehicles and for loading or unloading.
5. Oversized vehicles, commercial vehicles, recreational vehicles, boats or trailers or other oversized vehicles may not be parked on or about the property without the prior consent of Landlord.
6. Landlord reserves the right to remove any vehicle at the vehicle owner's expense if it reasonably appears that the vehicle is abandoned and/or inoperable.
7. Repairs to vehicles are prohibited on the property, except emergency repairs.
8. Motorcycles and/or equipment driven by gasoline motors shall not be permitted inside the Premises.
9. All vehicles must be registered with Landlord and must properly display a parking permit decal. Tenant(s) must notify Landlord by written notice if any vehicle information changes. Failure to do so may result in Tenant's vehicle being towed at vehicle owner's expense.

### **(a) HOUSTON VILLAGE**

**Permits:** A VALID PERMIT (*Parking Decal*) must be displayed on a vehicle parked in any space. Failure to display the permit or register the vehicle may result in the vehicle being towed at the vehicle owner's expense. *Please note that parking permits are required year round including summer months.* A tenant may not transfer their permit to another tenant. If Tenant(s) lends their vehicle to another person, the vehicle must comply with the vehicle owner's parking status. An unregistered vehicle will be towed. Any person whose decal appears on an unregistered vehicle will be held responsible for any towing fees. **ONLY ONE VEHICLE PER PERMIT MAY BE PARKED ON THE PREMISES AT ANYTIME.**



(b) **LANDLORD ASSUMES NO RESPONSIBILITY FOR DAMAGES TO A TOWED VEHICLE.**

I/WE UNDERSTAND AND AGREE TO COMPLY WITH THE PROVISIONS OF THE RULES AND REGULATIONS AS STATED ABOVE.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date



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## MAINTENANCE, REPAIRS AND UPKEEP

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The purpose of this section is to promote the convenience, safety and/or welfare of the Tenant(s) in or about the Premises and to preserve the Landlord's property from abusive use.

### **General Repairs/Move-Out Cleaning Fee:**

Landlord will deduct, from Tenant(s) security deposit, a flat fee of \$250.00 per bedroom. The purpose of this fee is to save the Tenant money and prevent the Tenant from being charged for service calls subject to the terms listed below. This fee is mandatory and non-negotiable. Landlord, at its sole discretion, reserves the right to charge additional fees should additional cleaning services or extensive repairs be required to restore the Premises to the previous condition as of the Commencement Date of this Agreement. All additional charges are billed to all the tenants collectively.

#### **A. Charges Included (you will NOT be billed for):**

1. Repairs due to normal wear and tear are included.
2. The cost of minor repairs, and general maintenance are included, i.e. replacing light bulbs and air filters, etc.
3. The Move-out general cleaning fee is included.
4. Basic Move-Out carpet cleaning fee is included.
5. Minor Move-Out repairs are included.
6. Service calls for a tenant that is locked out up until 5:00 pm is included.
8. Key replacement for door and mailbox keys is included.

#### **B. Charges NOT-Included (you will be billed separately for):**

1. Repairs that are extensive and require the skills of a specialist, i.e. plumber, electrician, etc. will be charge separately.
2. Repairs due to negligence on the part of the Tenant(s), or any of Tenant's family, guests and/or invitees will be the responsibility of the Tenant(s) and will be billed to all the Tenants made a part of this Agreement, collectively.
3. Reoccurring repairs/damages that are the fault of the Tenant(s) will be charged separately.
4. Move-out cleaning above and beyond a normal cleaning will be charged separately
5. Move-out repairs that are extensive above and beyond normal wear and tear will be charged separately.

6. Service calls for tenants that are locked out after 5:00 pm or reoccurring lockouts will be charged separately.

## **General Upkeep Requirements:**

### **A. Heating and Air Conditioning.**

1. To avoid causing damage to HVAC system, Tenant(s) is required to keep the thermostat set at no less than 60°F at all times (*including periods Tenant(s) is absent from Premises*). Tenant(s) will be held responsible for all expenses incurred, including repairs and/or services, in regards to non-compliance.
2. Tenant(s) must not leave doors and/or windows open while the air conditioner is in operation. Doing so will may cause serious damage to the HVAC system. The compressor will overload which will cause the lines to freeze. Water will then begin to leak in and around the unit and utility closet. Tenant(s) will be responsible for all repair and service charges relating thereto.

### **B. Plumbing.**

1. **DO NOT FLUSH FEMININE HYGIENE PRODUCTS, Q-TIPS OR SIMILAR PRODUCTS DOWN TOILETS.** This may cause back up and overflow problems. Any and all repair and or service charges, (*including floor replacement due to water damage*) as a result of Tenant's negligence will be the full responsibility of the Tenant(s).

### **C. Walls and Flooring.**

1. **DO NOT PUT HOLES IN WALLS.** Tenant(s) is not permitted to use nails, brads, screws, tape or adhesives of any kind to attach personal belongings to walls and/or doors of Premises without prior consent of Landlord. Tenant(s) will be charged for excessive holes and damage(s) as a result of Tenant's failure to comply. Should Landlord determine that the Premises needs to be painted as a result of Tenant's negligence, Tenant(s) will be charged a **minimum of \$300/room.**
2. **DO NOT ATTEMPT TO REPAIR ANY HOLES OR PAINT ANY WALLS.** Landlord, at its sole discretion, will make a determination as to which holes on or about the Premises, and as a result of Tenants actions, are to be deemed as minor. Minor holes will be filled and painted by Landlord at no charge to Tenant(s). Tenant(s) attempting to repair and/or paint any walls will be charged an additional fee to restore the Premises to the previous condition as of the Commencement Date of this Agreement.
3. **FLOORING:** All Premises have some laminate wood flooring. This flooring is durable and easy to clean. However, excessive water will damage the floor. A swifter or lightly moist sponge mop is recommended for cleaning. Mop up any excessive liquid spills immediately. Heavy furniture should have glides under feet to protect from scratching the surface of the floor. Damaged floor charges due to negligence of Tenant(s) as determined by Landlord will be assessed to Tenant(s). **DO NOT PLACE KEGS OR TUBS FOR KEGS ON FLOORS.**

### **D. Pest Control.**

1. Landlord is not responsible for the presence of pests or insects, which is to include but not limited to skunks, mice/rats, roaches, spiders and/or flying insects, in or about the Premises. If pests or insects are found to be present, Tenant(s) is responsible for the elimination and shall notify Landlord of any insecticide or pesticide applied, in or about

the Premises. Tenant(s) is not to leave any open containers of food about the Premises nor shall Tenant(s) leave doors or windows without screens open.

**E. Vandalism.**

1. Tenant(s) is responsible for reporting all acts of vandalism, which are to include but not limited to damage of exterior doors and/or windows on or about the Premises, to the Blacksburg Police Department within twenty-four (24) hours of any incident. Tenant(s) agrees to assume liability for all occurrences of vandalism not reported to the Police Department within said time frame and all expenses incurred to repair any and all damages of Premises related to incident.

**F. Acknowledgement.**

1. Upon execution of this Agreement, Tenant(s) agrees to pay Landlord as additional rent (*collectible as rent*) for any loss or damages resulting from Tenant's negligence to include but not limited to those stated above, and, all other charges as provided in this Agreement, and in accordance with the laws of Virginia. Deductions for damages by reason of Tenant's negligence, and, all other charges as provided in this Agreement, will be deducted from Tenant's security deposit.

I/WE UNDERSTAND AND AGREE TO COMPLY WITH THE PROVISIONS OF THE MAINTENANCE, REPAIRS AND UPKEEP AS STATED ABOVE.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

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Date



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**LEAD BASED PAINT DISCLOSURE**

*(Disclosure of Information on Lead-based Paint and Lead-Based Paint Hazards)*

**Lead Warning Statement** *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Landlord’s Disclosure**

**(a)** Presence of lead-based paint or lead-based paint hazards (**check one below**):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). \_\_\_\_\_
- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**(b)** Records and reports available to the Lessor (**check one below**):

- Landlord has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). \_\_\_\_\_
- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant’s Acknowledgment** *(Initial (c) and (d) below)*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **(c)** Tenant has received copies of all information listed above.  
 \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **(d)** Tenant has reviewed the online pamphlet **Protect Your Family from Lead in Your Home** on the website [www.rivermountainproperties.com](http://www.rivermountainproperties.com).

**Landlord’s Acknowledgment**

**(e)** Landlord acknowledges by signing below, the obligations set forth under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Landlord	_____ Date		