LEASE #: _____

CEDAR POINTE CMG LEASING, INC. RENTAL AGREEMENT

THIS LEASE AGREEMENT ("**LEASE**") including Resident Handbook is made on _____ between **CMG LEASING, INC.** (hereafter referred to as "**MANAGEMENT**") whose address is **P. O. Box 10397, Blacksburg, VA 24062** and _____ (hereafter referred to as "**RESIDENT**" (**whether one (1) or more**)). **In consideration of mutual Covenants and Conditions contained herein, MANAGEMENT agrees to lease to RESIDENT** the **"PREMISES"** located at _____. Only these named individuals may occupy the PREMISES.

MANAGEMENT and RESIDENT agree as follows:

1. **SUMMARY OF LEASE AGREEMENT TERMS**:
   Pursuant to Virginia Code 55.1-1204.1 No fee shall be collected unless it is listed below or incorporated into this agreement by way of a separate addendum after execution of this rental agreement.

   A. LEASE Term Begins on:_____
   B. LEASE Term Ends on:_____
   C. RESIDENT **must completely vacate** the PREMISES and return the key(s) **by NOON** on the day the lease term ends shown in (B).
   D. Total Rent Due for full term:_____Dollars $_____
   E. Rent to be paid in advance on or before the first (1st) day of each month and is payable in **MONTHLY INSTALLMENTS** of _____Dollars _____. The Lease Term is set forth in above Paragraphs 1.A. and 1.B., and thus the total amount of rent paid in the aforesaid monthly installments does not constitute nor shall it be construed as payment of rent for a different time period or lease term.
   F. Concession (if any) of $_____taken ☐ Monthly or ☐ One Time Only.
   G. If the periodic rent payment is not received on or before 5:00 P.M. on the fifth (5th) day of each month during the term of this LEASE AGREEMENT, you will be assessed a late charge, which such late charge will not exceed the lesser of 10% of the periodic rent or 10% of the remaining balance due at the time said late charge is assessed.
   H. Utilities included in rent: _____
      Utilities not included in rent: _____
      Resident is responsible for _____. Monthly charges for the _____ to be paid by the resident throughout the term of this lease contract will be based on the resident's usage of that utility and may vary from month to month.
   I. Returned Checks or rejected electronic payments will result in a **thirty dollar ($30.00)** additional charge, in addition to the Late Fee.
   J. Monies required **Prior to Move In** from RESIDENT are as follows:

Security Deposit $_____ Pet Deposit $_____ ($75.00 will be retained for sanitation and extermination.)	$_____	
First Installment's Rent	$_____	
Pet Rent - (if applicable)	$_____	
Furniture Rental	$_____	
Other Charges (specify)	$_____	
TOTAL AMOUNT DUE		$_____

   Per VA Code 55.1-1204.1 the summary of charges shown above does not anticipate nor include charges you may bear responsibility for in the event of a breach of your lease contract obligations. Such charges might include but are not limited to late fees, charges for violations of community rules, damage charges, reasonable attorney's fees and other costs incurred in the event of a breach of your lease contract obligations. If you have received a concession, discounted rent or a free month of rent, please note a breach of the lease may require you to pay back the value of the concession. Please carefully read your Lease Contract incorporated addenda, and community rules to better understand charges and fees authorized under state law you might incur in the event you breach your Lease Contract or Community Rules.

2. **RENT:**

   A. All rent payments shall be delivered to the **MANAGEMENT'S** address as shown above unless otherwise stated in writing. Possession will not be given unless all money due has been paid, all signatures are on the lease, proof of insurance is on file and all other requirements have been met. All rents must be in check form or by:
      Credit Card ☐ Yes (or) **Automatic Draft** ☐ Yes **NO CASH IS ACCEPTED**
      If payment method selected is other than ONE (1) CHECK, **all residents on the lease must pay in manner selected.**

      For administrative purposes, only ONE (1) CHECK, which identifies the apartment address, is permitted for the total monthly rental amount. An unidentified check will result in a late charge. No post dated checks are accepted. Monthly rent payments may be tendered by the authorized occupant on behalf of the resident(s), but MANAGEMENT's acceptance of such monthly rent payments by the authorized occupant shall not create, either expressly or impliedly, a landlord and tenant relationship between MANAGEMENT and said authorized occupant nor shall it change said authorized occupant's legal status to "tenant" as defined under applicable Virginia law; it being expressly understood by the parties hereto that MANAGEMENT's acceptance of such monthly rental payments from said authorized occupant is merely for convenience purposes only.

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      The following items, although not collected on a monthly basis, shall be considered additional rent under this LEASE: any deposit relinquished by RESIDENT under a security deposit or other deposit, damage charges, charges for late payment of rent, application fees, returned check charges and/or other charges due and payable under the LEASE AGREEMENT. Failure to pay additional charges when due shall constitute a material non-compliance for failure to pay rent, and shall entitle MANAGEMENT to terminate this agreement, seek judgment for any unpaid amount, and possession of PREMISES, and/or all other remedies made available under this agreement and applicable state and federal laws.

B. **RETURNED CHECKS:** In the event of a returned check, MANAGEMENT shall have the right, in their sole discretion, to require RESIDENT to pay the late installment of rent and all future rent installments and charges by money order, cashiers check or certified funds.

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C. **APPLICATION OF PAYMENT:** Money paid by RESIDENT to MANAGEMENT shall be applied to RESIDENT'S account in the following order: **FIRST**, to outstanding late charges and returned check charges; **SECOND**, to outstanding legal fees and/or court costs legally chargeable to RESIDENT; **THIRD**, to outstanding utility bills or unit charges; and **FOURTH**, to rent.

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3. **SECURITY DEPOSIT:** RESIDENT has deposited the specified security deposit to secure complete and faithful performance by RESIDENT of all terms and conditions of this LEASE AGREEMENT and of the obligations imposed on RESIDENT by applicable Virginia law. In case damages exceed the security deposit, the MANAGEMENT reserves the right to seek the recovery of all damages incurred in accordance with Section 55.1-1226 of the Code of Virginia and other applicable Virginia law.

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4. **REFUND OF SECURITY DEPOSIT:** MANAGEMENT agrees to refund the security deposit to RESIDENT upon satisfaction of all lease provisions, and all of the following conditions, or as otherwise required by applicable Virginia Law.

A. **Deductions:** After deduction of all damages or charges for which RESIDENT is legally liable under the LEASE, or as a result of breaching the LEASE or the Security Deposit Agreement. In the event MANAGEMENT deducts any damages or charges from the security deposit, as aforesaid, MANAGEMENT shall furnish RESIDENT with a written description and itemized list of all deductions made. The security deposit will be applied and will be disbursed in strict accordance with Virginia Code Section 55.1-1226, as amended. With regard to any refund of the security deposit, said refund shall be delivered electronically. To that end, the residents to this lease agreement, who are joint and several, do hereby understand, acknowledge and agree and expressly direct that any refund of the security deposit shall be divided equally among the residents, who were legally obligated on the lease agreement and entitled to receive a portion of the security deposit at the time of the lease termination, and each equally divided portion of the security deposit shall be disbursed and delivered individually to each said entitled resident. Upon receipt and acceptance of said security deposit refund, if any, by the aforesaid residents as provided herein, said residents do hereby further understand, acknowledge and agree that they shall release, waive, and forever discharge, and for themselves and for their respective heirs, assigns, executors, and/or administrators, both individually and/or collectively, shall hereby release, waive and forever discharge the owner of Cedar Pointe Apartments and CMG Leasing, Inc. from any and all responsibility and/or liability for the subject security deposit and its disbursement. Any amount owed will be due within ten (10) days of receipt of notice.

B. **Forwarding Address:** Prior to vacating the PREMISES, RESIDENT **must** provide MANAGEMENT with **written** notice of the designated RESIDENT'S **forwarding address**. Within **forty five (45) days**, MANAGEMENT will forward to the designated RESIDENT a statement explaining the disposition of the security deposit by e-mail. Unless otherwise specified in writing, the statement will be sent to the e-mail address that was used at the time of application. A hard copy of the statement of deposit is available upon request. The security deposit will be applied and will be disbursed in strict accordance with Virginia Code Section 55.1-1226, as amended. With regard to any refund of the security deposit, said refund shall be delivered electronically. To that end, the residents to this lease agreement, who are joint and several, do hereby understand, acknowledge and agree and expressly direct that any refund of the security deposit shall be divided equally among the residents, who were legally obligated on the lease agreement and entitled to receive a portion of the security deposit at the time of the lease termination, and each equally divided portion of the security deposit shall be disbursed and delivered individually to each said entitled resident. Upon receipt and acceptance of said security deposit refund, if any, by the aforesaid residents as provided herein, said residents do hereby further understand, acknowledge and agree that they shall release, waive, and forever discharge, and for themselves and for their respective heirs, assigns, executors, and/or administrators, both individually and/or collectively, shall hereby release, waive and forever discharge the owner of Cedar Pointe Apartments and CMG Leasing, Inc. from any and all responsibility and/or liability for the subject security deposit and its disbursement. **If RESIDENT fails to give notice of forwarding address**, MANAGEMENT will send the security deposit statement to the last known address of the designated RESIDENT or GUARANTOR. In accordance with Section 55.1-1226 of the Code of Virginia, MANAGEMENT will retain the security deposit refund (if any) until RESIDENT notifies the office of the correct address. Upon receipt of notification, any refund due will be forwarded.

C. **Multiple RESIDENTS:** When more than one RESIDENT signs this LEASE AGREEMENT, any deduction(s) to be made from the security deposit will be **joint and several**. MANAGEMENT is not liable for any understanding which may exist between two or more RESIDENTS as to the portion of the security deposit that one RESIDENT may be entitled to as opposed to another RESIDENT. The security deposit will be applied and will be disbursed in strict accordance with Virginia Code Section 55.1-1226, as amended. With regard to any refund of the security deposit, said refund shall be delivered electronically. To that end, the residents to this lease agreement, who are joint and several, do hereby understand, acknowledge and agree and expressly direct that any refund of the security deposit shall be divided equally among the residents, who were legally obligated on the lease agreement and entitled to receive a portion of the security deposit at the time of the lease termination, and each equally divided portion of the security deposit shall be disbursed and delivered individually to each said entitled resident. Upon receipt and acceptance of said security deposit refund, if any, by the aforesaid residents as provided herein, said residents do hereby further understand, acknowledge and agree that they shall release, waive, and forever discharge, and for themselves and for their respective heirs, assigns, executors, and/or administrators, both individually and/or collectively, shall hereby release, waive and forever discharge the owner of Cedar Pointe Apartments and CMG Leasing, Inc. from any and all responsibility and/or liability for the subject security deposit and its disbursement.
If one or more RESIDENT(s) under this LEASE signs a renewal extending the lease term, the security deposit on hand will stay in the rental account not to be refunded. If the vacating RESIDENT(s) are due any security deposit refund, by agreement and consent of all the parties with full knowledge and understanding by them thereto, any such refund is to be collected from the remaining and/or incoming RESIDENT(s).

D. **Move Out Inspection:** Under applicable Virginia law, MANAGEMENT will make a reasonable effort to provide RESIDENT with notice of a right to be present at the time of the move out inspection. **RESIDENT must make a written request to MANAGEMENT to be present at such inspection at least thirty (30) days in advance of termination of tenancy**. MANAGEMENT will notify RESIDENT of the scheduled inspection times during business hours. Dwelling unit must be empty of contents at the time of the move out inspection. The inspection will occur within **seventy two (72) HOURS OF THE**

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DELIVERY OF POSSESSION. **If RESIDENT fails to make a written request, or fails to schedule an inspection, MANAGEMENT will proceed to do the move out inspection without RESIDENT being present**.

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E. **Withholding Of Rent:** The entire monthly rent shall be paid on or before the due date each month during the term of the LEASE, including the last month of occupancy or the term (whichever is later). The RESIDENT shall not withhold payment of the last installment's rent, or any portion thereof, on grounds that the security deposit serves as security for the unpaid rent.

F. **MANAGEMENT'S Successor Obligated for Security Deposit:** If MANAGEMENT in any way transfers its interests in the PREMISES, MANAGEMENT may transfer the security deposit to the transferee and MANAGEMENT is thereafter released from all liability for the return of the security deposit to RESIDENT. The RESIDENT agrees to look to the transferee solely for the return of the security deposit and to release MANAGEMENT from all obligations and liability relating to thereto.

G. **The Damage Addendum:** The Move In Exception And Condition Report establishes a **tentative schedule** of standard deductions to be utilized by MANAGEMENT in assessing charges against RESIDENT for cleaning, painting, replacements, repair items and/or physical damages done to the PREMISES. Should actual costs exceed the estimated charges shown on the addendum, the actual cost, which includes materials, labor and overhead, will be charged. Normal wear and tear will be accepted, which is caused by ordinary comings and goings.

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H. **Roommate Change and Deposit Brief/Lease Assignment Addendum and Deposit Brief:** In the event that the initial parties to this Lease Agreement should change during the course and the term of this Lease Agreement, please see the Roommate Change and Deposit Brief Addendum and the Lease Assignment Addendum and Deposit Brief attached hereto and incorporated by reference herein with regard to the disposition of the security deposit pursuant to said roommate change or lease assignment.

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5. **INSPECTIONS AND CONDITION OF LEASED PREMISES:** RESIDENT will inspect the condition of the PREMISES prior to move in for condition. RESIDENT and MANAGEMENT will sign the Move In Exception and Condition Report indicating any exceptions. RESIDENT must report any other defect to be noted on report within five (5) days of taking occupancy. Unless otherwise noted, the dwelling will be deemed to be in good order and repair and acceptable to RESIDENT. **Defects or damages not appearing on the Move In Exception and Condition Report shall be presumed to have occurred during RESIDENT'S possession of the PREMISES**. Cost of materials, labor and overhead will be charged to correct defects or damages during the term of the LEASE. Payment is due within ten (10) days of billing.

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6. **PURPOSE AND OCCUPANCY:** RESIDENT will occupy the PREMISES as a private dwelling unit and for no other purpose. RESIDENT agrees that only persons whose names appear and have signed this LEASE AGREEMENT and persons whose names appear as Occupant-Non Responsible may occupy the PREMISES. Non Responsible Occupants that are eighteen (18) years or older must apply and qualify for occupancy and be approved by MANAGEMENT. Failure to comply with this limitation shall constitute a substantial breach of this LEASE. **Occupancy is defined and shall consist of seven (7) days or more consecutively or fourteen (14) days in any one (1) calendar year. Airbnb rentals, short term online rentals, and 3rd party rental contracts are not allowed. Occupancy Guidelines:** The Fair Housing Amendments Act of 1988 prohibits the discrimination against families with children under age 18 with regard to the rental of residential buildings. We accommodate families with children under the age of 18 in accordance with the Fair Housing Amendments Act of 1988. The occupancy guidelines set forth by CMG Leasing, Inc. limit occupancy for joint and several leases to no more than two (2) persons per bedroom. Children twelve (12) months of age or younger are not counted as occupants toward the aforesaid occupancy schedule at the time of move-in or at lease renewal. When a child is older than twelve (12) months, then that child is counted as an occupant toward the stated occupancy schedule.

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7. **LEASE ASSIGNMENT OR SUBLEASE:**
A. **LEASE ASSIGNMENT**: A **LEASE ASSIGNEMENT** occurs when all RESIDENT(s) will be vacating the premises during the current lease term. RESIDENT(s) will not assign this LEASE without first obtaining MANAGEMENT'S prior written consent. Any Lease Assignment shall be on MANAGEMENT'S form (**Lease Assignment Addendum and Deposit Brief**) and it shall be signed by ALL persons therein designated. An approval by MANAGEMENT of a Lease Assignment fully releases the RESIDENT(s) from his/her obligations under the LEASE. The Security Deposit on hand will be transferred to the incoming Resident(s). The Security Deposit disposition will be handled between the Resident(s) moving out and the New Resident(s) moving in. **A one hundred dollars ($100.00) Administrative Fee** is charged for processing. **Airbnb rentals, short term online rentals, and 3rd party rental contracts are not allowed.**
B. SUBLEASE: A SUBLEASE occurs when one or more RESIDENT(s) leases his/her apartment for a period of less than the lease terms and before a notice to vacate is given. RESIDENT will not sublet the PREMISES without first obtaining MANAGEMENT'S prior written consent. Any Sublease shall be on MANAGEMENT'S form (**Sublease Agreement**), and it shall be signed by ALL persons therein designated. Sublessee must apply and qualify for occupancy. An approval by MANAGEMENT to a Sublease shall not release the RESIDENT from his/her obligations under the LEASE. The original resident is responsible for obtaining a security deposit from the sublessee less any damages. **A one hundred dollar ($100.00) Administrative Fee** is charged for processing. **Airbnb rentals, short term online rentals, and 3rd party rental contracts are not allowed.**

8. **ROOMMATE CHANGE:** A ROOMMATE CHANGE occurs when at least one or more RESIDENT(S) will be remaining in the apartment during the current lease term or any renewal thereafter, and wish to replace an existing roommate(s) with a new roommate(s). No roommate change is allowed without the execution of the **Roommate Change Addendum and the Roommate Change and Deposit Brief** and they shall be signed by ALL persons therein designated. New Roommate(s) must apply and qualify for occupancy. Only one (1) roommate change per lease term is allowed. If the vacating roommate(s) are due any security deposit refund, any such refund is to be collected by the vacating roommate(s) from the remaining and/or incoming roommate(s). **A one hundred dollar ($100.00) Administrative Fee** is charged for processing. **Airbnb rentals, short term online rentals, and 3rd party rental contracts are not allowed.**

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9. **CARE OF PREMISES**:
   A. RESIDENT shall discharge all obligations imposed by applicable building and housing codes materially affecting health and safety, and shall keep the PREMISES, including plumbing and other fixtures, appliances, and facilities, as clean and safe as their condition permits. RESIDENT shall use in a reasonable and non-negligent manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, appliances, and facilities on the PREMISES. RESIDENT shall be responsible for any damages caused by RESIDENT'S failure to comply with this requirement.
   B. RESIDENT shall be liable for and shall pay all costs and expenses for damages and repairs to the PREMISES or Community by RESIDENT or RESIDENT'S guests (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to wall, ceiling, floors and doors; and reasonable charges for MANAGEMENT'S overhead, administrative cost, and expenses) caused by RESIDENT or RESIDENT'S guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to MANAGEMENT all acts of vandalism and damage to the PREMISES or Community. MANAGEMENT agrees to abide by applicable State law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the office. You will assume full responsibility for items furnished by us and agree to return them to us at the expiration of the lease term in as good condition as when you receive them, reasonable wear and tear accepted. You will be responsible for returning all furniture to its original position prior to vacating. You will not remove our furniture, fixtures, and/or furnishings from the apartment for any purpose.
   C. Smoke detectors and/or carbon monoxide detectors are installed in the apartment for your safety and for others. All residents are responsible for reasonable care of the smoke and/or carbon monoxide detectors under applicable Virginia law, including but not limited to Virginia Code §15.2-922. The smoke and/or carbon monoxide detectors will be in operation at the time of your move-in, and thereafter, it will be the resident's responsibility to notify the CMG Management Office if the detector light goes out or starts to chirp. Once Management has received actual notice from the resident of a low battery condition, it will then be responsible for changing the batteries in the smoke and/or carbon monoxide detectors as needed. This is for your safety and protection and for that of your neighbors in the event of a fire or other such casualty. To test the smoke and/or carbon monoxide detectors, press hard on the test button and hold for 5 seconds. If you disable or damage the smoke and/or carbon monoxide detectors and/or fail to timely request service or to report a malfunction, you will be in breach of your lease agreement and will be liable to CMG Leasing and to any others for any loss, property damage, bodily injury, death and/or fines proximately caused by fire, smoke, water and/or any other such related casualty. Note that Virginia law requires that all smoke and carbon monoxide detectors remain in operation at all times. Therefore, do not remove the battery or in any other way impede or disable the function of these devices. Residents will be charged for reinstallation or for replacement of any smoke and/or carbon monoxide detectors. There will be a $50 charge if Maintenance finds a smoke or carbon monoxide detector removed, disconnected, or in any way disabled in your apartment. Any such actions of this nature shall also be deemed a breach of this lease agreement.

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   D. No alterations of MANAGEMENT'S property or fixtures may be made by RESIDENT, nor may appliances or fixtures other than those supplied by MANAGEMENT be used by RESIDENT without prior written permission of MANAGEMENT in advance. RESIDENT shall not drive nails in the wall or otherwise attach to the building (including ceilings, doors and balconies) any decorations or devices in the apartment except with written permission of MANAGEMENT.

   E. RESIDENT shall comply with any and all obligations imposed upon RESIDENT by applicable Virginia Law. The RESIDENT shall make **only allowable** repairs, cleaning and/or replacement to the PREMISES or building of which they are a part and fixtures thereto whenever they have been damaged by carelessness, misuse or neglect of the RESIDENT, his/her family, agents, invitees, or guests. If the MANAGEMENT makes said repairs, cleaning, and/or replacement, RESIDENT agrees to pay the cost of same upon presentation of a bill. RESIDENT shall deliver up the PREMISES in the like order in which they were at commencement of LEASE term, ordinary wear and tear excepted. The RESIDENT shall give the MANAGEMENT immediate notice of any defects in or accidents to the water pipes, electric wiring, heating and cooling apparatus, or any other part of said PREMISES, in order that the same may be repaired with due diligence. It is mutually agreed between the parties hereto that MANAGEMENT shall not be liable for any damages of whatsoever kind, or by whomsoever caused, to persons or property of the RESIDENT or to anyone else on or about the PREMISES by consent of the RESIDENT, however caused unless the same has been directly caused by the negligence of MANAGEMENT. In the event there exists within the leased premises a condition that constitutes a threat to life, health or safety and RESIDENT has notified MANAGEMENT of same, and if reasonable steps to repair or to remedy said condition is not undertaken within 14 days of MANAGEMENT's receipt of said notice, RESIDENT may contract with a third party contractor to repair or remedy said condition, which any such costs or expenses incurred relative to said repair contract shall not exceed the greater of one month's periodic rent or $1,500.00.

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10. **USE OF PREMISES:** RESIDENT shall have the sole use of the PREMISES for the term of this lease and any extension thereof subject to the rules and regulations furnished herewith and to any reasonable changes or amendments thereof. RESIDENT shall be liable for any damages resulting to MANAGEMENT or any other person on account of the failure of RESIDENT, RESIDENT'S agents, employees, invitees, guests, or any member of RESIDENT'S household to abide by such provisions, rules or amendments. RESIDENT agrees to assume all risks of and shall be responsible for any and all damage resulting from windows or doors left open. RESIDENT covenants to obey (and cause RESIDENT'S family and guests to obey) all laws and ordinances applicable to the PREMISES and to engage in no activities in or on the PREMISES of the Apartment Community of an illegal nature, purpose or intent. RESIDENT further covenants that his/her family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other RESIDENTS of the Apartment Community. RESIDENT shall be responsible for the conduct of RESIDENT'S family, guests, and/or visitors on the PREMISES and in the common areas.

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11. **RULES AND REGULATIONS:** RESIDENT shall abide by all existing rules, regulations and policies of MANAGEMENT applicable to the PREMISES, and such other rules and regulations that may be imposed from time to time by MANAGEMENT. RESIDENT understands that he/she will receive a copy of the Resident's Information & Policy Handbook, which is a part of this LEASE AGREEMENT. RESIDENT acknowledges that any violation of existing rules, regulations and policies (including the Resident's Information & Policy Handbook) by RESIDENT or guests on the PREMISES with or without the consent of RESIDENT shall be considered a material noncompliance or breach of this LEASE AGREEMENT for which MANAGEMENT shall be entitled

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to appropriate relief under Virginia Law. RESIDENT acknowledges that a copy of Resident's Information and Policy Handbook, which is a part of the lease, may also be obtained from the MANAGEMENT Office at any time.

Pursuant to Virginia Code Section 55.1-1204, as amended, RESIDENT and MANAGEMENT do hereby acknowledge that RESIDENT has been provided with a Statement of Tenant Rights and Responsibilities as created and drafted by the Virginia Department of Housing and Community Development, which said Statement of Tenant Rights and Responsibilities is attached hereto and incorporated by reference herein.

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12. **UTILITIES:** Paragraph 1(H) of this LEASE AGREEMENT lists the utilities provided by MANAGEMENT, which RESIDENT agrees to use in a reasonable manner so as not to commit waste. MANAGEMENT shall not be liable for any interruption or failure of utility services required to be furnished by MANAGEMENT or any damages directly or approximately caused thereby. The only obligation of MANAGEMENT is being reasonably diligent in MANAGEMENT'S efforts to restore such services.

    A. MANAGEMENT may modify the method by which utilities are furnished to the PREMISES and/or billed to RESIDENT during the term of this LEASE including, but not limited to metering of the PREMISES for certain utility services or billing RESIDENT for utilities previously included within the rent. In the event MANAGEMENT chooses to so modify utility service to the PREMISES, MANAGEMENT shall give RESIDENT not less than thirty (30) days prior written notice of such modification.

    B. The PREMISES are provided with individual heating/air conditioning units that utilize electricity and/or gas and are controlled by the RESIDENT. RESIDENT hereby acknowledges that he/she shall be responsible for paying for the electricity/gas for the use and operation of the equipment and to use the equipment according to manufacture's instructions.

    C. Landlord reserves the right to implement a ratio utility billing system, within the meaning of Section 55.1-1212 of the Code of Virginia, (1950), as amended, for any utilities that Landlord provides under this agreement, at any time during the term of this LEASE and until RESIDENT vacates the PREMISES. Such ratio utility billing system shall utilize a formula based upon the number of bedrooms. Landlord shall provide RESIDENT with sixty (60) days prior written notice of the implementation of said ratio utility billing system. In the event of such ratio utility billing, Landlord, or Landlord's agent, will bill the RESIDENT for RESIDENT'S utility usage based on RESIDENT'S pro-rated share of the Landlord's total bill and any applicable fees permitted under Section 55.1-1212. RESIDENT will pay for the utilities as billed within fifteen (15) days, and a five dollar ($5.00) late fee shall be assessed for failure to pay within fifteen (15) days.

    D. RESIDENT agrees that in order to avoid damage to the plumbing, fixtures, or other property, from the effects of cold temperatures, RESIDENT shall maintain a minimum interior temperature of sixty (60) degrees Fahrenheit. Turning temperature off during periods of absence is **prohibited**. **Damage resulting from such action will be charged to the RESIDENT.**

    E. RESIDENT will be responsible for any reconnect fees charged to MANAGEMENT if utilities are transferred to MANAGEMENT'S account for failure to pay utilities or for early disconnect prior to lease end.

    F. RESIDENT is responsible for contacting the local power, gas and water companies to initiate service, pay deposits, and must maintain electric, gas, and water services during the tenure of the lease to avoid damage to the PREMISES.

    G. **SATELLITE DISH** installation is covered under FCC restrictions. Dishes are to be located only within the confines of the exclusive area leased to the RESIDENT.

        Dishes MAY NOT be placed on rooftops, windowsills, common use balcony or stairwells, outside walls or items projecting from windows or decks.

        No holes may be drilled in the outside walls, roof or windows.

        No holes may be drilled in the balcony or railings.

        No part of the dish or antenna may extend outside the balcony line.

        Size is limited to one (1) meter or less Circular Style.

        Any Satellite Dish that does not meet these requirements will be removed by MANAGEMENT without further notice.

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13. **LIABILITY OF MANAGEMENT:** MANAGEMENT **SHALL NOT** be liable for any injury or damage to persons or property either caused by or resulting from falling plaster, dampness, appliance malfunction, overflow or leakage (upon or into the PREMISES) of water, rain, snow, ice, sewage, steam, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliance or leakage, breakage or obstruction of soil pipes, nor for any injury or damage from any other cause, unless any such injury or damage shall be the direct and proximate result of the deliberate or negligent act of MANAGEMENT. RESIDENT shall give prompt notice to MANAGEMENT of any of the foregoing occurrences, however caused.

    MANAGEMENT SHALL NOT BE LIABLE to RESIDENT, his/her family, employees or guests for any damage to person or property caused by the acts or omissions of the RESIDENTS, or any other persons, nor shall MANAGEMENT be liable for losses or damages resulting from failure, interruption, or malfunctions in the utilities being used by the RESIDENT. If the MANAGEMENT is ever required to pay money or other consideration to RESIDENT, RESIDENT agrees that such financial obligation(s) will be satisfied solely from the Owner's estate and interest in the PREMISES and real estate upon which the said PREMISES are situated, so that Owner and/or any of the MANAGEMENT Agents will incur no personal or individual liability for such financial obligations whatsoever.

14. **RENTERS INSURANCE - PERSONAL PROPERTY OF RESIDENT AND LIABILITY INSURANCE: The MANAGEMENT'S insurance policy does not cover damage by fire, water, vandalism or any other cause to RESIDENT'S**

personal property located within the leased PREMISES. MANAGEMENT requires RESIDENT to obtain Renters Insurance, with proof of purchase filed in MANAGEMENT'S office. A separate policy or rider to GUARANTOR homeowner policy is acceptable. Proof must be in file on date of move in. Management hereby incorporates by reference herein the Renters Insurance Lease Addendum.

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15. **DAMAGE OR DESTRUCTION OF PREMISES:** If the dwelling unit or premises is damaged or destroyed by fire or casualty to an extent that the tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can only be accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may terminate the rental agreement. The tenant may terminate the rental agreement by vacating the premises and within 14 days thereafter, serving on the landlord a written notice of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating. If continued occupancy is lawful, § 55.1-1411 shall apply. The landlord may also terminate the rental agreement by giving the tenant 14 days' notice of his intention to terminate the rental agreement on the basis of the landlord's determination that such damage requires the removal of the tenant and that the use of the premises is substantially impaired, in which case the rental agreement terminates as of the expiration of the notice period. If the rental agreement is terminated, the landlord shall return all security deposits in accordance with § 55.1-1226 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably believes that the tenant, an authorized occupant, or a guest or invitee of the tenant was the cause of the damage or casualty, in which case the landlord shall provide a written statement to the tenant for the security and prepaid rent, plus accrued interest based upon the damage or casualty, and may recover actual damages sustained pursuant to § 55.1-1251. Proration for rent in the event of termination or apportionment shall be made as of the date of the casualty.

16. **MANAGEMENT'S INABILITY TO DELIVER POSSESSION TO RESIDENT:** If MANAGEMENT is unable to deliver possession of the PREMISES to RESIDENT on the beginning date of this LEASE AGREEMENT, through no fault of MANAGEMENT, MANAGEMENT is not liable to RESIDENT for any damages other than to rebate any rent paid by RESIDENT in advance. If MANAGEMENT cannot deliver possession of the PREMISES or provide RESIDENT with a similar residential unit or other accommodation acceptable to RESIDENT within fifteen (15) days of the beginning date of this LEASE AGREEMENT, this Agreement may be terminated by either MANAGEMENT or RESIDENT by the giving of notice as provided herein. The disposition of any security deposit will be made in accordance with section 55.1-1226 of the code of Virginia.

17. **WAIVER OF LIABILITY:** In consideration of the right to use the **RECREATIONAL/HEALTH FACILITIES** (if any), at the Apartment Community, the RESIDENT acknowledges and agrees that neither Owner nor MANAGEMENT nor their affiliates, agents, members, partners, employees, successors or assigns shall be liable for claims, demands, costs or expenses arising out of any personal injury, property damage or loss which may be sustained by the undersigned or any persons whom the undersigned allows to use the facilities, whether or not caused in whole or in part by the active or passive actions of Owner or MANAGEMENT, or their affiliates, agents, employees, partners, members, successors or assigns. RESIDENT acknowledges and agrees to hold harmless, indemnify and defend same against any and all claims, liabilities, damages, liens and expenses (including, without limitation, reasonable attorney's fees) arising directly or indirectly from any such occurrences.

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18. **ILLEGAL SUBSTANCES:** RESIDENT covenants that RESIDENT and any persons in their household and/or on the PREMISES with their consent shall not obtain, possess, use, administer, dispense, cultivate, or distribute any illegal drug or controlled substance on or in the PREMISES. RESIDENT further agrees that this LEASE and RESIDENT'S right to occupy said PREMISES will be terminated if it becomes known to MANAGEMENT that RESIDENT has failed to comply with this paragraph.

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19. **FIREARMS AND WEAPONS**: All tenants and occupants are required to safely and to securely store and maintain all legal weapons, including but not limited to any firearms, knives, and swords, in a manner that ensures the security and the safety of the community at large, including but not limited to all residents, occupants, visitors, and all ownership and management staff. Accordingly, all weapons must be stored in a secure and locked container or safe, and under no circumstances whatsoever are any weapons to be left unattended and unsecured within any part of the leased premises or the community at large. All tenants and occupants are strictly prohibited from possessing, storing and/or maintaining any illegal weapons or explosives of any kind within any part of the leased premises or the community at large. Any violation of this policy or provision shall constitute and shall be considered a nonremediable breach of the lease agreement.

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20. **PARKING PERMITS:**

A. **Must be obtained on the day of move in.**
B. **Towing charges resulting from violations will be the responsibility of the RESIDENT**.
C. **Any form of duplication of parking permits is a violation of the LEASE AGREEMENT, and may be grounds for eviction**.

Note: Refer to Resident Handbook for further detail.

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21. **RIGHT OF ENTRY:** MANAGEMENT shall have the right to enter the PREMISES in the case of an emergency or after due notice when the MANAGEMENT has good cause to believe the RESIDENT(S) may have damaged the PREMISES or may be in violation of any law or municipal regulation. The RESIDENT does agree that MANAGEMENT may enter the PREMISES after due notice during normal business hours for the purpose of making repairs, alterations, improvements, inspections, showing prospective RESIDENT(S) or otherwise providing services. (**It is understood that any request by RESIDENT(S) for any repairs or service shall be deemed permission for the MANAGEMENT, its employees or agents to enter the PREMISES without further notice and at any reasonable time to perform such repairs or services)**. MANAGEMENT access to the PREMISES will not be unreasonably denied.

A. The MANAGEMENT has the right to enter the apartment **forty-five (45) days** prior to the expiration date of the lease, in order to inspect property and begin work on and repair any damages incurred by the RESIDENT. Cost of repairs will be billed to the RESIDENT, and payment is due upon receipt.

B. RESIDENT shall give MANAGEMENT notice of any anticipated extended absence of RESIDENT from the PREMISES in excess of seven (7) days. During such absence of RESIDENT, MANAGEMENT may enter the PREMISES at times reasonably

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necessary to protect the PREMISES, (i.e. heat setting). In the event the RESIDENT fails to give such notice, MANAGEMENT may recover from RESIDENT any actual damages sustained.

22. **LOCKS AND KEYS:** The RESIDENT **MAY NOT** install additional locking devices or other security devices in the PREMISES without the written consent from the MANAGEMENT. If approved, the RESIDENT will supply the MANAGEMENT office with duplicate keys. The RESIDENT shall not alter or modify in any way any locks provided by the MANAGEMENT. The RESIDENT shall be responsible to restore the PREMISES to the exact condition as it was prior to the installation of locks or other security devices and all damages to the PREMISES shall be paid to the MANAGEMENT by the RESIDENT. Upon termination of this LEASE, RESIDENT shall surrender to the MANAGEMENT all keys issued to the PREMISES or be liable for costs incurred to replace the locks and keys.

23. **RESIDENT INFORMATION:** RESIDENT covenants that all application information is given voluntarily and knowingly by RESIDENT, and if such information proves to be false or misleading, MANAGEMENT may terminate this LEASE in accordance with applicable Virginia law; in which event, RESIDENT shall immediately vacate and surrender the PREMISES. RESIDENT shall notify MANAGEMENT of any changes to said application during the term of this lease or renewal thereof.

24. **MAINTENANCE:** MANAGEMENT agrees to keep the PREMISES and all equipment provided therein, as well as common areas, in reasonable repair during the term of this LEASE and in compliance with applicable health and safety laws of the state and local government. RESIDENT **shall** be liable for the cost of repairs to the Apartment Communities as may be due to or made necessary by the negligence or wrongdoing of RESIDENT, any member of RESIDENT'S household, or RESIDENT'S employees, invitees or guests. Such expenses incurred shall be due within ten (10) days of billing. Failure to pay shall constitute default by RESIDENT under this LEASE. MANAGEMENT'S failure to fulfill the agreements contained herein within a reasonable period of time shall not affect RESIDENT'S obligation to promptly pay the rent as and when the same shall become due and payable under this LEASE. RESIDENT **shall not** abate, withhold or escrow any portion of the rental payment.

25. **NOTICE TO VACATE OR RENEW:** Upon receipt of Notice to Renew or Vacate, RESIDENT shall respond within fourteen (14) days stating their intent. If RESIDENT(S) fail to respond to MANAGEMENT'S notices as stipulated, it will be assumed that RESIDENT intends to vacate the PREMISES and the unit may be assigned to incoming applicants.

    A. For multiple residents, those wishing to renew must sign the **Renewal Form**.

    B. Those vacating must sign **Intent to Vacate Form.**

    C. A **Roommate Change Form** will be required for incoming roommate replacements.

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26. **MILITARY TRANSFER:** RESIDENT who is a member of the Armed Forces of the United States or a member of the National Guard serving on full-time duty as a civil service technician with the National Guard may, pursuant to Section 55.1-1235, terminate the RENTAL AGREEMENT with a copy of the official notification of the orders or a signed letter confirming the orders from the RESIDENT's commanding officer.

27. **MOVE-OUT PROCEDURES:** An inspection of the condition of the dwelling will be made after all of the personal effects of the RESIDENT have been removed. A RESIDENT should accompany MANAGEMENT during the move out inspection. **Failure of RESIDENT to do so shall constitute concurrence by RESIDENT of MANAGEMENT'S assessment of charges for damages or cleaning**. After the inspection, charges will be assessed for any missing items, damages or repairs to the PREMISES, or its contents (normal wear and tear accepted.) Charges will include, but are not limited to: missing or burned out light bulbs, scratches, holes in the walls or doors, burned or torn floors, carpets, etc. and/or for cleaning the PREMISES including furnishings, all kitchen appliances (refrigerator, microwave, oven range, dishwasher, washer/dryer), bathrooms, closets, storage areas, patios/balconies, vinyl floor covering, etc., so as to restore to the same condition as on the commencement date of the term of the LEASE. A charge for replacing locks and keys shall be assessed if all keys to the PREMISES are not returned to MANAGEMENT.
RESIDENT shall return to MANAGEMENT all keys, access cards, and remote control devices, if applicable, issued to the RESIDENT by MANAGEMENT. If all keys, cards, and devices issued to RESIDENT are not returned to MANAGEMENT, RESIDENT shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the PREMISES. RESIDENT'S failure to follow the prescribed move-out procedure may result in the partial or full application of the deposit to cover the charges, but in no event shall such application be construed as liquidated damages.

28. **PETS:**

    A. RESIDENT shall keep **no pets** at or about the PREMISES **except with MANAGEMENT'S prior written consent.** MANAGEMENT reserves the right to deny an Application for Permission to have a Pet or Pet Agreement due to an animal, breed, or animal mixed with a breed with a history of aggressive behavior. **This includes visiting Pet(s)!** Consent will be conditioned upon the payment of pet fees and RESIDENT'S agreement to observe MANAGEMENT'S rules pertaining to pets. If consent is given by MANAGEMENT in keeping of a pet, RESIDENT agrees to pay a one-time **additional pet deposit of four hundred dollars ($400.00) per pet** of which **a seventy five dollars ($75.00) extermination and sanitation fee will be retained upon vacating of the PREMISES, and additional monthly pet rent per pet. Pet Agreement must also be completed and signed.** For houses managed out of the Reserve Leasing office, if consent is given by MANAGEMENT in keeping of a pet, RESIDENT agrees to pay an additional pet deposit of five hundred dollars ($500.00) per pet of which a seventy five dollars ($75.00) extermination and sanitation fee will be retained upon vacating of the PREMISES, and additional monthly pet rent per pet. Pet Agreement must also be completed and signed.

    B. **The Pet Deposit shall be payable upon the move-in date of the animal, or pet.** MANAGEMENT reserves the right to withdraw its consent for any pet if the pet is not being kept under control, which includes not being on leash on the PREMISES, including common areas of the Community.

    C. A **five hundred dollar ($500.00) fine** shall be assessed for illegal pets found in no-pet apartments or if evidence is found in no-pet apartments.

    D. **The following breeds or dogs mixed with these breeds are not permitted on the PREMISES at any time including but not limited to: Akitas, Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Presa Canarios, Bull Terriers, Bull Mastiffs, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Rotweillers, Shar-peis, Chow Chows, wolf hybrids, and Rhodesian Ridgebacks.**

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E. **The following are not permitted on the PREMISES at any time: No wild animals are permitted – such as birds (except those that are caged), chinchillas, ferrets, fish (in tanks 20 gallons or more without adequate insurance naming CMG Leasing as additional insured), iguanas, insects, marsupials, monkeys, pigs, rabbits or any species classified as a roaming rodent (i.e., chinchilla, mouse, rat, hamster, gerbil, ferret, mink, squirrel, etc), raccoons, rodents of any kind, mammals such as skunks, etc., snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, weasels.**

F. **Any animal that causes or appears to be a threat to any person on the leased PREMISES or any animal, breed, or animal mixed with a breed with a history of aggressive behavior will be considered a DANGEROUS ANIMAL and MANAGEMENT retains the right to remove it IMMEDIATELY!**

G. RESIDENT must **remove animal waste** from the grounds or be charged a fee of **fifty dollars ($50.00) per clean up**.

H. **Assistance or Service Animals that are used to assist handicapped persons will not be subject to MANAGEMENT'S rules pertaining to pets and will be accommodated to the extent reasonably possible. Service Animals or Assistance Animals must be verified by MANAGEMENT and RESIDENT(S) shall sign the ANIMAL AIDE AGREEMENT as an ADDENDUM to this LEASE AGREEMENT.**

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29. **EMINENT DOMAIN:** If any part of the PREMISES is condemned by any government authority, then this LEASE shall terminate as of the date that possession is taken by the government authority.

30. **ACTION BY MANAGEMENT UPON DEFAULT BY RESIDENT:** Under Virginia law and this LEASE AGREEMENT, MANAGEMENT may terminate this tenancy during the term of the LEASE AGREEMENT in accordance with Section 55.1-1245 of the Code of Virginia (1950), as amended.

31. **SEVERABILITY:** If any provision of this LEASE should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this LEASE, which shall continue to remain in full force and effect.

32. **WAIVER:** If MANAGEMENT should waive any provisions of this LEASE; it shall not be construed as a waiver of a further breach of such provision.

33. **MODIFICATIONS:** No modification of this LEASE shall be binding unless in writing and signed by the RESIDENT and by an authorized agent of MANAGEMENT.

34. **LANDLORD'S RIGHT TO MORTGAGE AND ASSIGN:** Landlord shall have the right to subordinate this LEASE to any mortgage now or hereafter placed on the PREMISES or on the Apartment Community. RESIDENT acknowledges that this LEASE may be assigned by MANAGEMENT in the event of a sale or transfer of the Apartment Community to a new owner and a different management agent may at any time be designated at the sole discretion of Landlord.

35. **HOLDOVER RESIDENT:** If the vacating date has passed due to termination of the LEASE AGREEMENT, and RESIDENT remains in possession of the PREMISES, RESIDENT is liable for the damages sustained by MANAGEMENT due to the RESIDENT holding over including but not limited to storage, hotel, meals, mileage, etc., payable to MANAGEMENT, at a rate not to exceed an amount equal to 150% of the per diem of the monthly rent for each day after the vacation date that RESIDENT stays in possession of the PREMISES.

36. **NOTICE OF INJURIES:** In the event of any injuries to RESIDENT or RESIDENT'S family, guest or invitees, or in the event of any damage to any of their property that is allegedly caused by the negligence of MANAGEMENT or its agents or employees, RESIDENT shall give MANAGEMENT a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to MANAGEMENT at MANAGEMENT'S office, or at such other address, which MANAGEMENT should hereafter furnish in writing to the RESIDENT. Such notice, or the alleged damage or injury described therein, shall not be deemed to impute any liability to MANAGEMENT or any party operating under or through MANAGEMENT, including the Owners of the PREMISES and the party and the property of which it is a part.

37. **APPLICABLE VIRGINIA LAW:** This written guaranty is not required to be executed in the county or in the city where the dwelling unit is located, but it shall nonetheless be governed by and shall be construed under the laws of the Commonwealth of Virginia, including but not limited to Chapter 13.2 of Title 55 of the Code of Virginia (1950), as amended, generally known as the Virginia Residential Landlord and Tenant Act. The parties hereto further agree that the proper jurisdiction and venue for any litigation or disputes arising out of this written guaranty shall be in the jurisdiction where the property is located.

38. **MANAGEMENT, NOTICE AND DISCLOSURE:** CMG Leasing, Inc. is duly authorized to manage this apartment community and to send, or accept, on behalf of the Landlord, all services of process and notices required, or permitted, by this Agreement, or by law. Owner and Resident do hereby agree and acknowledge that all notices to Landlord must be in writing and may be mailed delivered and/or sent by electronic form, including but not limited to emails and texts, with the sender retaining sufficient proof of the electronic delivery as provided under Virginia Code Section 55.1-1202 (B), mailed by regular mail or hand-delivered during the hours of 9:00 A.M. to 5:00 P.M., Monday through Friday, except holidays, in care of CMG Leasing, Inc.. (**Mail to: P O Box 10397, Blacksburg, VA 24062**) All notices to the RESIDENT(S) may be delivered and/or sent by electronic form, including but not limited to emails and texts, with the sender retaining sufficient proof of the electronic delivery as provided under Virginia Code Section 55.1-1202 (B), mailed by regular mail or hand-delivered to the address of RESIDENT'S apartment, GUARANTOR, or to the last known addresses, if RESIDENT has vacated the PREMISES. To the extent permitted by applicable Virginia law, the Owner and the Residents do hereby agree and acknowledge that this lease provision, as it pertains to the issuance of notices and other forms of communication transmitted by and between the parties hereto, shall remain in full force and effect beyond the expiration of this lease agreement and the underlying tenancy evidenced herein.

39. **LEGAL EXPENSES:** RESIDENT shall pay all costs, expenses, and attorneys' fees, which shall be incurred or expended by Owner or MANAGEMENT due to RESIDENT'S breach of the covenants and agreements of this LEASE. In the event MANAGEMENT proceeds with court action due to RESIDENT'S breach of the covenants and agreements of this LEASE, a **one hundred twenty five dollars ($125.00) filing fee** will be paid by resident.

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40. **DISCRIMINATION:** Owner and MANAGEMENT do not discriminate against RESIDENT in the provision of services, or in any other manner. The property will be shown and made available to all persons without regard to race, color, religion, national origin, sex, familial status, handicap, elderliness, sexual orientation, gender identity, veteran status or source of funds in compliance with all applicable federal and state and local Fair Housing laws and regulations. We rent to anyone who meets our resident screening criteria regardless of their source of funds.

41. **LIABILITY/RESIDENT (S) AND GUARANTOR (S):**

A. **All parties** whose names are signed to this agreement or separate guaranty shall be jointly and severally liable to owner for all monies due and terms and conditions of this lease agreement.

B. **The GUARANTOR**, whether one or more, hereby unconditionally guarantees the payment of all debts as they become due, whether for rent, late charges, legal fees, damages, abuse, pet damages or otherwise arising out of or in any way connected with the lease.

C. **The GUARANTOR** further agrees the performance by the RESIDENT(S) of each and every term and provision of the LEASE.

D. If the LEASE is modified, **(including rent increases and approved roommate changes)** renewed, extended, or if the RESIDENT holds over beyond the term of the LEASE, the obligations hereunder of GUARANTOR shall extend and apply with respect to the full and faithful performance of all of the covenants, terms, and conditions of the LEASE and of any such modification, renewal, or extension thereof.

E. **GUARANTOR** signatures may appear on this lease or by **separate rental agreement or separate guarantor agreement**, which will be attached hereto and has been incorporated by reference herein to this lease agreement. The combination of the signed agreements taken together shall constitute an agreement among the parties as if all of them had signed one (1) document. Separate counterparts are for administrative purposes and convenience of parties to the agreements. Any interpretation of any part of this document or addendum will be at the sole discretion of the MANAGEMENT.

F. This LEASE shall be binding on and shall inure to the benefit of the respective parties, their personal and legal representatives, estate, heirs, legatees, assigns, and/or successors in interest.

G. RESIDENT and guests assume any and all risks in connection with the use of the apartment, the community, and the recreational facilities or other amenities, it being understood that all such facilities and amenities are supplied for RESIDENT'S use and at the user's sole risk.

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42. **CONSENT OF DISCLOSURE OF RESIDENT INFORMATION:** In accordance with, subject to, and unless otherwise provided in applicable law, including without limitation the Virginia Residential Landlord and Tenant Act cites as Va. Code Ann. § 55.1-1200 et seq. and 55.1-1209, RESIDENT hereby consents and gives Landlord permission to disclose any contact information RESIDENT provides to Landlord, including RESIDENT'S name, addresses, telephone numbers, electronic mail address, and lease agreement terms, to contracted cable and/or internet service provider, and its affiliates, as the provider of network access, cable television and telephone services for the PREMISES. RESIDENT authorizes Landlord and contracted cable and/or internet service provider to publish local contact information in any directory published by cable and/or internet service provider; provided, however, any information disclosed to cable and/or internet service provider is solely for the use of the cable and/or internet service provider and its business partners for the purpose of providing services to the Resident.

43. **CONSENT OF DISCLOSURE OF RESIDENT INFORMATION:** In accordance with, subject to, and unless otherwise provided in applicable law, including without limitation the Virginia Residential Landlord and Tenant Act cites as Va. Code Ann. § 55.1-1200 et seq. and 55.1-1209, RESIDENT hereby consents and gives Landlord permission to disclose any contact information RESIDENT provides to Landlord, including RESIDENT'S name, addresses, telephone numbers, electronic mail address, and lease agreement terms, to a 3rd party software company for the sole and exclusive purpose of delivering the monthly newsletter.

44. **PHOTOGRAPHS AND VIDEOS:** RESIDENT consents to MANAGEMENT'S use of photographs and/or video images of the RESIDENT and the PREMISES, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar apartment communities owned or operated by the MANAGEMENT. MANAGEMENT may use these images in advertising, websites, and social networking sites such as Facebook, Twitter, Instagram, etc. for marketing and promotional purposes. RESIDENT consents to the publication of these images and waives any claims against MANAGEMENT for use of such images.

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45. **BED BUGS/PEST CONTROL**: RESIDENT must promptly notify MANAGEMENT of any known or suspected bug infestation. RESIDENT must permit MANAGEMENT, and MANAGEMENT'S pest control agents, access to the PREMISES at reasonable times to inspect for or treat bed bugs. RESIDENT must cooperate and not interfere with inspections or treatments. MANAGEMENT has the right to select licensed pest control professionals to treat the PREMISES and building or adjacent units or buildings as necessary. RESIDENT is responsible for having RESIDENT's own personal property, furniture, clothing, and possessions treated according to accepted treatment methods established by a licensed pest control firm that MANAGEMENT approves at the time that MANAGEMENT requests. If the RESIDENT caused or contributed to any such infestation due to RESIDENT'S negligence and/or failure to properly maintain the leased PREMISES and/or failure to promptly notify MANAGEMENT of said infestation, the RESIDENT may be required to pay all reasonable costs of cleaning and of pest control treatment incurred by MANAGEMENT. Further, if RESIDENT fails to follow these provisions, RESIDENT may likewise be held liable for any damages or costs incurred by MANAGEMENT, and RESIDENT may be held in default, which will afford MANAGEMENT with the right to terminate RESIDENT'S right of occupancy and to pursue all rights and remedies available to MANAGEMENT under the LEASE AGREEMENT and applicable Virginia law.

46. **RESIDENT AND GUARANTOR(S) ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AGREEMENT AND STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES. THEY FURTHER ACKNOWLEDGE THAT THE LEASE AND ANY EXTENSION OR RENEWAL THEREOF IS INCLUSIVE OF THE RESIDENT INFORMATION & POLICY HANDBOOK, WHICH IS HEREBY MADE A PART OF THIS LEASE BY REFERENCE, AND ALL THE TERMS AND CONDITIONS AS SET FORTH IN THIS LEASE AGREEMENT.**

IN WITNESS WHEREOF, the individual parties have signed this LEASE AGREEMENT, as of the dates indicated below:

DATE	RESIDENT (S)

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_____ MANAGEMENT'S AGENT: _____

DATE (Sign upon receipt of the signatures of all parties to the agreement)