

CMG LEASING, INC. INDIVIDUAL RENTAL AGREEMENT

THIS LEASE AGREEMENT (“LEASE”) including Resident Handbook is made on _____ between **CMG LEASING, INC.** (hereafter referred to as “MANAGEMENT”) whose address is **321 Edge Way, Blacksburg, VA 24060** and _____ (hereafter referred to as “RESIDENT”). **In consideration of mutual Covenants and Conditions contained herein, MANAGEMENT agrees to lease to RESIDENT the “PREMISES” located at The Edge Apartments and Townhomes _____.** Only this named individual may occupy the PREMISES. This LEASE AGREEMENT grants a limited license to RESIDENT to access and make personal residential use of one assigned bedroom space in an apartment, together with its standard installed fixtures, plus shared use of accompanying unit common areas, fixtures and appliances in the assigned apartment at the property known as “The Edge Apartment Homes” in Blacksburg, Virginia between the Lease Term Begin Date and Lease Term End Date listed below. RESIDENT will occupy only the assigned bedroom space and no other bedroom within the apartment. This LEASE AGREEMENT is for one bedroom located within a multiple-bedroom apartment, in which multiple occupants share one common area. _____ Apartment _____ Bedroom

Unit Type: _____ 2 Bedroom 2 Bath _____ Apartment _____ Bedroom
 _____ 3 Bedroom 3 Bath _____ Apartment _____ Bedroom
 _____ 4 Bedroom 4 Bath _____ Apartment _____ Bedroom
 _____ 4 Bedroom 4 Bath Townhome _____ Apartment _____ Bedroom

MANAGEMENT and RESIDENT agree as follows:

1. SUMMARY OF LEASE AGREEMENT TERMS:

- 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 _____ (_____) **EQUAL MONTHLY INSTALLMENTS** of _____ Dollars _____
- F. Concession (if any) of \$ _____ taken Monthly or One Time Only (May not be credited to first or last months rent).
- G. Late Charges will be ten percent (10%) of the total monthly rental amount if the 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.
- H. Utilities included in rent: Water, Sewer, Trash, Cable, Internet, Electricity Allowance Included in Rent. See Section 13 A Utilities.
- I. Returned Checks 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 \$ _____	\$ _____
First Month’s Rent	\$ _____
Other Charges (specify)	\$ _____
TOTAL AMOUNT DUE	\$ _____

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. RESIDENT accepts financial responsibility for the full term of this LEASE, regardless of whether the assigned bedroom space is occupied for the full term. RESIDENT agrees to make full and prompt payment to MANAGEMENT according to the payment schedules specified above, without demand of MANAGEMENT, together with all additional charges or fees applicable under this LEASE. **The total rent stated above is a fixed price for the entire term and is payable in equal installments for convenience; there is no proration or adjustment for any partial month of occupancy.** All rents must be in check form or by:

Credit Card Yes(or) **Automatic Draft** Yes (or) **Money Order** Yes **NO CASH IS ACCEPTED**

An unidentified check will result in a late charge. MANAGEMENT does not accept third party checks. No post dated checks are accepted.

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The following items, although not collected on a monthly basis, shall be considered additional rent under this LEASE: any 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 monthly 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 55-248.15:1 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:** Within forty five (45) days, MANAGEMENT will forward to the RESIDENT a statement explaining the disposition of the security deposit 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 refund check may be sent under separate cover. Any amount owed will be due within ten (10) days of receipt of notice.

B. **Responsibility for Damage:** Resident will be solely responsible for any damage or loss within the assigned bedroom space. All assigned residents of the apartment will be jointly and severally responsible for any damage, defacement or loss to common areas, fixtures or appliances. Resident will be fully responsible for the conduct of his or her guest, visitors, licensees and invitees ("Guests"), including without limitation harm to individuals or damage or defacement of any part of the Property or its fixtures or property of third parties (including other residents) by such guests.

C. **Forwarding Address:** Prior to vacating the PREMISES, RESIDENT must provide MANAGEMENT with **written** notice of the RESIDENT'S forwarding address. Within **forty five (45) days**, MANAGEMENT will forward to the RESIDENT, and copy the Guarantor, 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. Any refund will be mailed in check form to the RESIDENT'S forwarding address. **If RESIDENT fails to give notice of forwarding address**, in accordance with Section 55-248.15:1 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.

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. PREMISES must be empty of contents at the time of the move out inspection. **The inspection will occur within seventy two (72) hours of the 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 month'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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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 the only person whose name appears and has signed this LEASE AGREEMENT may occupy the PREMISES. 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.**

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7. **ASSIGNMENT OF SUBLEASE:** RESIDENT will not assign this LEASE, nor sublet the PREMISES, without first obtaining MANAGEMENT'S written consent. Any Sublease shall be on MANAGEMENT'S form (**Sublease Agreement**) and all shall be signed by ALL persons therein designated. Any approval by MANAGEMENT to an assignment or Sublease shall not release the RESIDENT obligation 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.

8. **ROOMMATES:** RESIDENT acknowledges MANAGEMENT has the right to assign a Roommate to any vacant Exclusive Bed Space in the Unit before or during the Term of this LEASE without notice. RESIDENT acknowledges that RESIDENT is solely responsible for getting along with the Roommates, even if MANAGEMENT placed RESIDENT with the Roommates. RESIDENT acknowledges that reasonable cooperation and respect will be used with Roommate and non-smoker right prevail. MANAGEMENT shall not be liable for any personal conflict of RESIDENT with Roommates, Roommates' guests, licenses, or invitees, or with any other residents that reside at the community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between RESIDENT and Roommates or residents that reside at the Community does not constitute grounds for termination of the LEASE by RESIDENT. Management will attempt to assign any other bedrooms to person(s) requested by Resident but may contract with others of Management's choosing for the other bedroom(s) within the apartment, without notice to resident. Any available bedroom space within the apartment will be offered to any qualified applicant without regard to race, color, creed, religion, national origin, sex, familial status, handicap, or elderliness in compliance with all applicable federal and state and local Fair Housing laws and Regulations. Residents may request to live with members of their same gender on the basis of privacy and of modesty.

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9. **GUESTS:** Occupancy Limits. No more than one (1) person may occupy a bedroom space, except for an immediate family member of Resident (further subject to apartment occupancy limits) that has been registered in writing with MANAGEMENT. If RESIDENT desires to have an overnight guest (any person staying in the RESIDENT's assigned bedroom space or apartment for more than three (3) total nights in any 30-day period), then RESIDENT must register the overnight Guest(s) with MANAGEMENT. RESIDENT may not have Overnight Guest(s) for more than three (3) consecutive nights, nor for more than six (6) total nights in any 30-day period. In the event any unregistered or unauthorized Overnight Guest(s) are identified to be in or using an apartment or bedroom space, MANAGEMENT may assess against the RESIDENT a fee of \$60 per night, in addition to the right of MANAGEMENT to declare RESIDENT in material breach of this LEASE and pursue other available remedies. Although RESIDENT may have Guests from time to time, MANAGEMENT reserves the right to restrict the number of persons permitted in or about an apartment at any time in MANAGEMENT's discretion, to protect safety and the quiet enjoyment of other residents. No Guest's vehicle may remain at the Property for more than three (3) days.

RESIDENT is responsible for the safety, negligence, and actions of RESIDENT'S guest(s), invitees, family, and licensees. RESIDENT must accompany and supervise RESIDENT'S guest(s) at all times in the PREMISES, Amenities, and Community because any violation of this contract by Resident's guest shall be considered a violation by the RESIDENT. MANAGEMENT has the right to exclude guests or others who, in MANAGEMENT'S sole judgment, have been in violation of the law, the LEASE or any rules of the Community, or disturbing other residents, neighbors, visitors, or MANAGEMENT representatives. MANAGEMENT can also exclude a person who refuses to or cannot identify himself or herself as your guest. RESIDENT agrees that RESIDENT and Roommates shall not have more than ten (10) persons in the PREMISES and unit at any one time.

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10. **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 agrees to maintain the assigned bedroom space, the apartment and the common areas of the Property in a clean, safe and sanitary condition. RESIDENT will place all trash in the provided receptacles and will be responsible for the cost of cleaning the interior or exterior of the apartment if not kept in sanitary condition. When outdoor temperatures exceed 85 degrees Fahrenheit, RESIDENT will keep the apartment's air conditioning turned on and set to a reasonable temperature to prevent mold or mildew growth, including during vacations. Leave heat at a minimum of sixty (60) degrees at all times. MANAGEMENT and its agents, employees and contractors may enter any apartment and bedroom space to perform routine maintenance, inspections and other ordinary functions, provided that MANAGEMENT will provide at least twenty four (24) hour advance notice to RESIDENTS of an apartment for such entry. MANAGEMENT reserves the right to enter an apartment and bedroom space without prior notice for emergency maintenance or repair purposes or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property. MANAGEMENT may confiscate any item deemed to cause a danger, and is under no obligation to pay compensation for or to return such items.
- C. 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.
- D. RESIDENT shall be responsible for reasonable care of the smoke detector and carbon monoxide detector (if applicable) including battery replacement in accordance with Section 55-248.16 Code of Virginia, and for interim testing and providing written notice to the MANAGEMENT for repair of any malfunctioning smoke detector and/or carbon monoxide detector. In accordance with Section 55-248.13, Code of Virginia, the MANAGEMENT shall be obligated to provide and pay for service, repair, or replacement of the smoke detector and carbon monoxide detector, which must occur within ten (10) business days of receipt of written notice from the RESIDENT that a smoke detector and/or carbon monoxide detector is in need of repair.

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E. No alterations, additions, or attachments to 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. RESIDENT shall not change or add any lock without prior written consent of MANAGEMENT. RESIDENT may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the MANAGEMENT'S property except as authorized by MANAGEMENT in writing. No additional TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by MANAGEMENT'S prior written consent.

F. 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.

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11. **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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12. **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 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.

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13. **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.

MANAGEMENT agrees to furnish electricity, water, sewer, trash, basic cable and Internet for the PREMISES. Except for utilities provided by the MANAGEMENT, RESIDENT agrees that all utilities and services paid for by RESIDENT will be in RESIDENT'S name. MANAGEMENT is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers. Electricity costs up to \$180 per unit for the 4 bedroom townhome floorplan, \$120 per unit for the 4 bedroom apartment floorplan, \$90 per unit for the 3 bedroom floorplan, and \$80 per unit for the 2 bedroom floorplan. If an apartment exceeds this amount, each resident is individually billed for the overage, divided by how many residents are in the apartment. Electric caps will be reviewed annually and may decrease at owner's discretion.

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 using the equipment according to manufacturer's instructions.

C. Landlord reserves the right to implement a ratio utility billing system, within the meaning of Section 55-226.2 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 prorated share of the Landlord's total bill and any applicable fees permitted under Section 55-226.2. 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. **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.
- I. Dishes MAY NOT be placed on rooftops, windowsills, common use balcony or stairwells, outside walls or items projecting from windows or decks.
 - II. No holes may be drilled in the outside walls, roof or windows.
 - III. No holes may be drilled in the balcony or railings.
 - IV. No part of the dish or antenna may extend outside the balcony line.
 - V. Size is limited to one (1) meter or less Circular Style.
 - VI. Any Satellite Dish that does not meet these requirements will be removed by MANAGEMENT without further notice.

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14. **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.

15. **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.

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16. **DAMAGE OR DESTRUCTION OF PREMISES:** In the event of damage to the PREMISES by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, RESIDENT shall immediately notify MANAGEMENT. If the damages are such that occupancy can be continued, MANAGEMENT shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in MANAGEMENT'S opinion and subject to Section 55-248.24 of the Code of Virginia, the PREMISES are damaged as to be unfit for occupancy, but if MANAGEMENT elects to make repairs, the rent provided in this LEASE shall abate during the period of time when the PREMISES are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the PREMISES are so damaged or destroyed as to be, in the sole opinion of the MANAGEMENT, incapable of being satisfactorily repaired, then this LEASE shall terminate and RESIDENT shall be liable only for rental payments up to the date of such damage or destruction; or, at the option of MANAGEMENT, RESIDENT agrees to accept a comparable apartment unit in the Apartment Community for the remaining term of this LEASE.

17. **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 55-248.22 of the Code of Virginia.

18. **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. RESIDENT acknowledges and agrees to hold harmless, indemnify and defend Owner or MANAGEMENT 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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19. **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, controlled substance or marijuana 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.

Prohibitions: Illegal firearms, weapons or explosives of any kind are strictly prohibited anywhere on or about the property, including individual apartments and bedroom spaces. No gas or charcoal grill, nor any other open flame cooking or heating device may be stored or used on any patio at the property, except permanently installed community grills provided by the MANAGEMENT.

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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, and may be grounds for eviction.**

D. **RESIDENT is responsible for obtaining a guest parking pass for their guest(s).**

E. **Towing is strictly enforced twenty four (24) hours a day, seven (7) days a week.**

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 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.

Resident's Responsibility for Security: RESIDENT acknowledges that MANAGEMENT has not made any representations either written or oral, concerning the safety of the Community in which the PREMISES are located or the effectiveness or operability of any security devices or measures on the PREMISES or Community. MANAGEMENT neither warrants nor guarantees the safety or security of RESIDENT or RESIDENT'S guest(s) or invitees(s) against any criminal or wrongful acts of third party. **Each RESIDENT and their Guest(s) or invitee(s) is responsible for protecting his or her own person and property.** RESIDENTS are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

RESIDENTS acknowledge that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify MANAGEMENT of any malfunctions involving locks, doors, windows, latches, and smoke detectors.

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 require the right to terminate this LEASE; 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.

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

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26. **EMPLOYMENT TRANSFER IN EXCESS OF 50 MILES:** RESIDENT may terminate this LEASE prior to the expiration of the TERMS by providing to MANAGEMENT a sixty (60) day written notice prior to the vacation date and verifying proof of job transfer from RESIDENT'S employer at time of application. **RESIDENT'S employment location must be in excess of 50 miles or more from their residence.** The RESIDENT must deliver to MANAGEMENT a buyout fee equal to two (2) months rent in a guaranteed form of payment (i.e. money order, cashier's check or certified funds) upon vacating the PREMISES. Should RESIDENT vacate the apartment prior to the expiration of the notice period, RESIDENT remains responsible for the rent and utilities during that period. Utilities must be kept on in the apartment at all times throughout the term of the LEASE. *Does not apply to military transfers. RESIDENT must provide MANAGEMENT with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer.
Early Termination of Contract: RESIDENT acknowledges there is no right to early termination of the contract and RESIDENT will not be released from this contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, loss of Roommates or occupants.
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, 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:** No pets allowed.
A. A **five hundred dollar (\$500.00) fine** shall be assessed for illegal pets found.
B. **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.**
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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 55-248.31 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 delivered and/or sent by electronic form, with the sender retaining sufficient proof of the electronic delivery as provided under Virginia Code Section 55-248.6 (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: 321 Edge Way, Blacksburg, VA 24060). All notices to the RESIDENT(S) may be delivered and/or sent by electronic form, with the sender retaining sufficient proof of the electronic delivery as provided under Virginia Code Section 55-248.6 (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.

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.

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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, creed, religion, national origin, sex, familial status, handicap, or elderliness in compliance with all applicable federal and state and local Fair Housing laws and regulations.

41. **LIABILITY/RESIDENT AND GUARANTOR:**

A. All parties whose names are signed to this agreement or separate rental agreement 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 by 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. § 55-248.2 et seq. and 55-248.9:1), 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. **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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44. **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.

45. **RESIDENT AND GUARANTOR(S) ACKNOWLEDGE THE READING AND UNDERSTANDING OF THIS LEASE AGREEMENT. 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

DATE

MANAGEMENT'S AGENT: _____
(Sign upon receipt of the signatures of all parties to the agreement)

