

ADDITIONAL LEASE AGREEMENT PROVISIONS

B. PAYMENTS:

1. **RENT.** The Rent is inclusive of Landlord provided utilities. Tenant shall pay Landlord the Monthly Base Rent amount specified in Section 5 of the Variable Lease Terms section of this Lease. Unless otherwise specified in this Lease, all amounts are payable in arrears, on the first day of each calendar month, without demand, set off or deduction. Rent is payable on the first (1st) day of each month for the previous month's Rent.
2. **SECURITY DEPOSIT.** A security deposit equal to one month's Rent, as set forth in Section 5 of this Lease ("Security Deposit"), shall be required from Tenant, unless Tenant chooses to complete all documents to pay Rent by Allotment or UDEFT. The Security Deposit, if any, is specified on Section 5 in the Variable Lease Terms section and is being held at _____, or at such other bank as may be selected by Landlord with notice to Tenant. Security Deposit is collected as security that Tenant will perform Tenant's Obligations under this Lease. The parties hereby acknowledge and agree that Landlord shall hold Tenant's Security Deposit until the expiration or termination of this Lease, and in accordance with VA. CODE ANN. § 55-248.15:1. Within 45 days following the expiration or termination of this Lease, Landlord shall provide to Tenant an itemized list of any damages and/or charges to the Premises. Landlord, in its sole and absolute right, shall deduct those amounts from Tenant's Security Deposit, and Landlord shall return to Tenant any remaining balance of Tenant's Security Deposit, including any interest earned if the Security Deposit was held for more than 13 months.
3. **PAYMENT DETAIL.** Payment instructions (including acceptable forms of payment, to whom payments are to be made, and the address where payments are to be made), are specified in Section 6 of the Variable Lease Terms section. Any payments made by mail are made at Tenant risk and must be received by Landlord on or before the due date. Tenant will incur a \$25.00 charge for the first dishonored check and \$35.00 for any subsequent dishonored check. After receiving any dishonored check, Landlord reserves the right to require all further payments from Tenant to be made by money order, certified check or cashier's check. Regardless of whether it is a holiday or weekend, Rent is late if it remains unpaid on the fifth day after the due date, and if late, Landlord may charge Tenant (and Tenant agrees to pay) a late charge of \$25.00. In addition, if Rent remains unpaid on the fifteenth day after the due date, Landlord may charge Tenant (and Tenant agrees to pay) an additional late charge of \$50.00. Tenant shall be in default of this Lease if payment is not received by Landlord by the twentieth (20th) of the month.
4. **FAILURE TO MAKE PAYMENTS DUE BEFORE THE COMMENCEMENT DATE.** If Tenant fails to make all payments specified in Section 8 of the Variable Lease Terms section on or before the specified date:
 - Landlord shall not be obligated to give Tenant possession of the Premises; and
 - Landlord may terminate this Lease and retain any portion of any and all funds previously paid by Tenant in accordance with applicable Virginia law.

C. RULES AND REGULATIONS:

1. **APPLIANCES.** Tenant shall use all appliances in the Premises in a safe manner and only as intended. Tenant shall not overload dishwashers, and use only detergents made for automatic dishwashers. Tenant shall turn on cold water before starting the garbage disposal, will not overload the disposal, and will not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs, for which Tenant shall be responsible. Tenant will not put paper towels, sanitary napkins, food, cotton swabs, or other items that are not meant to be flushed in the toilets and will not pour grease down the drain. Tenant will be responsible for blockages that Tenant causes. If the Premises does not have a frost-free refrigerator, Tenant shall defrost the refrigerator when there is an accumulation of approximately 1/2 inch of frost within such refrigerator. Do not use sharp objects to defrost the freezer.
2. **ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT.** Tenant's interest in the Premises and rights under this Lease may not be assigned, sublet or otherwise transferred. Any assignment, subletting or transfer (whether by Tenant voluntary act, operation of law, or otherwise) shall be void, and Landlord may elect to treat it as a non-curable breach of this Lease.
3. **ASSIGNMENT BY OWNER.** During Tenant's tenancy, Landlord may transfer or encumber Landlord's interest in the Property. Tenant must look solely to Landlord's transferee for performance of Landlord's obligations relating to the period after the transfer. Tenant's obligations under this Lease will not otherwise be affected by any such transfer of interest. Tenant's rights in the Premises are subject to, and subordinate to, any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Property, Tenant agrees to recognize the purchaser as the Owner and Landlord under this Lease.
4. **BALCONIES AND WINDOWS.** Tenant shall not shake or hang rugs, towels and clothing from windows. Tenant shall not put plants or other items on balcony or patio walls. If Tenant's balcony or patio is visible from outside Tenant's Premises, Tenant shall not keep anything on it other than patio furniture.
5. **BARBEQUE GRILLS.** Barbeque grills are not allowed in the Premises or on the Property.
6. **BICYCLES, SKATEBOARDS, SCOOTERS, ROLLERBLADES AND SKATES.** Tenant may not use bicycles, skateboards, scooters, roller blades or roller skates on Property. Bicycles should be kept only in Tenant's Premises or in designated areas (if any) within the Property.
7. **COMMON AREA AMENITIES.** Various services, equipment and facilities ("Common Area Amenities") may be provided for Tenant use at Tenant's own risk. Common Area Amenities include all areas and facilities outside of the Apartment, within the Property, that are provided and designated by Landlord for the general non-exclusive use of Property residents. Common Area Amenities include, but are not limited to, meeting rooms, laundry facilities (if any), exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of Tenant and other Property residents. Use of Common Area Amenities is subject to the restrictions described in rules or instructions provided at the Property. Tenant may be required to carry and display identification to enter and/or utilize Common Area Amenities. If Landlord allows guests to utilize Common Area Amenities, Tenant may have no more than two guests (accompanied by Tenant) unless Landlord agrees otherwise. Landlord may restrict access to the Common Area Amenities for repairs or renovations. Landlord may restrict meeting rooms and clubhouse usage for private parties. Tenant shall not leave any personal property in common areas, and Landlord shall not be responsible for any items left in any Common Area.
8. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** Tenant is responsible for Tenant's own actions, and the actions of Tenant's guests, invitees or visitors ("Tenant's Associated Parties"). Tenant and Tenant's Associated Parties:

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- Shall not create a nuisance on the Apartment or Property, and shall not disturb the other residents of the Apartment (the “Suitemates”) with excessive noise (loud televisions, stereos, voices, etc.) or otherwise;
- Shall comply with all Landlord’s rules, regulations and instructions (including posted signs and those specified in this Lease or within the community handbook), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities. Landlord may periodically modify the rules and regulations of the Property by delivering a copy of the modifications to Tenant and posting the rules and regulations at the Property;
- Shall notify Landlord in writing of any dangerous condition, deterioration or damage to the Apartment and Property (including Common Area Amenities) so that Landlord may make necessary repairs; and
- Shall be responsible for damage to the Apartment and Property caused by the action or inaction of Tenant and Tenant’s Associated Parties. Tenant agrees to indemnify, defend (with counsel of Landlord’s choice), and hold Landlord harmless for any liability, costs (including reasonable attorneys’ fees), or claims resulting from Tenant’s breach of this Lease or the negligence, violation of law, or willful misconduct of Tenant or Tenant’s Associated Parties.

9. CONSTRUCTION. If specified above in Section 7 of the Variable Lease Terms, construction may be ongoing at the Property. Tenant acknowledges that there may be inconveniences associated with such construction, and Tenant agrees that the Rent specified in Section 5 of the Variable Lease Terms section is fair and reasonable while construction is ongoing. Tenant agrees that any inconvenience caused by ongoing construction will not entitle Tenant to any offset rights or be the basis for a complaint against Landlord for rent relief, or any other claim, right, or remedy against Landlord, including constructive eviction. Although an estimated completion date may be specified, Landlord does not guarantee such construction completion date. Landlord will require the construction to be done in a commercially workmanlike and reasonable manner, and the general hours of construction will be specified in the Variable Lease Terms section.

10. CONTINUING LIABILITY. If Tenant vacates the Premises, or this Lease is terminated, Tenant will not be relieved of any obligation under this Lease to pay or reimburse sums to Landlord, or to indemnify or hold harmless or defend Landlord from any loss or claim, unless Landlord specifically agrees otherwise in writing.

11. CRIME FREE COMMUNITY. Tenant and Tenant’s Associated Parties:

Shall not engage in criminal activity on or near the Premises or the Property; or

Shall not permit the Premises or the Property to be used for or in connection with criminal activity; or

Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in VA. CODE ANN. § 54.1-3400, et seq; at any locations, whether on or near the Premises, the Property or otherwise.

“Criminal activity” is any activity in violation of laws, ordinances and requirements of city, county, state and federal authorities, including: prostitution (as defined in VA. CODE ANN. § 18.2-346); criminal street gang activity, (as defined in VA. CODE ANN. § 18.2-46.1 – 46.3); assault and battery, (as defined in VA. CODE ANN. § 18.2-57); burglary, (as defined in VA. CODE ANN. § 18.2-89); the unlawful use and discharge of firearms, (as defined in VA. CODE ANN. § 18.2-279 *et seq.*); sexual offenses, (as defined in VA. CODE ANN. § 18.2-362 *et seq.* and § 18.2-344 *et seq.*), drug-related criminal activity, or any other action that jeopardizes the health, safety and welfare of Landlord or the other residents of the Property. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. § 802]).

Tenant’s or Tenant’s Associates Parties’ violation of any of the provisions above shall be a material and non-curable breach of this Lease and good cause for immediate termination of Tenant’s tenancy of the Premises.

12. DAMAGE TO PREMISES. If the Premises is damaged or destroyed by fire, earthquake, accident or other casualty (by no fault of Tenant) that renders the Premises uninhabitable as determined by the applicable governing authority or, if a governing authority is not applicable, by Landlord, either party may terminate this Lease by giving the other party written notice. If this Lease is not terminated, Landlord shall promptly repair any such damage, and Rent will be reduced based on the extent to which the damage interferes with Tenant’s use of the Premises (unless Landlord provides Tenant with an alternate apartment). If Tenant or Tenant’s Associated Parties cause the above-referenced damage, then there shall be no reduction in Rent, and only Landlord, in its sole discretion, shall have the right to terminate this Lease.

13. DELAY IN POSSESSION. If, for any reason, Landlord fails to deliver possession of the Premises to Tenant on or before the Commencement Date for any reason, except if such failure is willful, such failure shall not constitute a violation of this Lease and Landlord will not be liable for the delay, nor shall such failure affect this Lease’s validity or extend the term of this Lease. The parties hereby agree that Tenant shall not be obligated to pay Rent or perform any other obligation under the Lease (other than pay the amounts due and owing as specified in Section 5 of the Variable Lease Terms section) until Landlord tenders possession of the Premises to Tenant. If Landlord has not tendered possession of the Premises to Tenant within three (3) days of the Commencement Date, Tenant may cancel this Lease upon written notice to Landlord any time before Landlord tenders possession of the Premises to Tenant, and any payments made under this Lease will be refunded to Tenant.

14. DISABILITIES REASONABLE ACCOMMODATION. Notwithstanding any other provision under this Lease, Landlord agrees (1) to allow Tenant (with appropriate verification from Tenant’s health care provider) to request reasonable accessibility modifications to the Premises as required by law for people with disabilities; and (2) to provide reasonable accommodations (upon request and with appropriate verification from Tenant’s health care provider) as required by law to people with disabilities, including, but not limited to (a) making changes to rules, policies or procedures, and (b) allowing service animals.

15. EARLY TERMINATION OPTION. If so indicated in Section 2 of the Variable Lease Terms section, Tenant has the option of terminating this Lease prior to the Termination Date specified in Section 2 of the Variable Lease Terms section (“Early Termination Option”). To exercise the Early Termination Option, Tenant must deliver to Landlord (1) a written notice stating that Tenant has elected to exercise the Early Termination Option and identifying the date of such early termination (“Early Termination Date”), and (2) all Rent and additional Rent due through the Early Termination Date. When Landlord acknowledges receiving the written notice and payment from Tenant, the Termination Date of this Lease shall be deemed amended to be the Early Termination Date. The Early Termination Date must be a date within the parameters described in Section 2 of the Variable Lease Terms section of this Lease. The Early Termination Option may be exercised only if Tenant is not in default under the Lease at the time that Tenant gives notice of the exercise of the Early Termination Option. All remaining Lease terms will remain in full force and effect.

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If Tenant provides the notice unaccompanied by the required payments, the Early Termination Date will not be changed, and any such written notice from Tenant shall be deemed null and void.

If Tenant does not properly exercise the Early Termination Option by following the procedure exactly as specified above, or Tenant elects not to exercise the Early Termination Option, but vacates the Premises before the Termination Date, all Lease terms shall remain binding (including the original Termination Date), and Landlord will retain all legal remedies for a Tenant breach of this Lease. If Landlord is aware that Tenant has vacated the Premises before the Termination Date, Landlord has an obligation to try to re-rent the Premises to minimize lost Rent for which Tenant shall be responsible. Notwithstanding anything to the contrary, this Paragraph 15 does not cause Tenant to abrogate any rights or remedies Tenant may have under Virginia law.

16. ENTRY. Landlord and any of Landlord's designated representatives shall have the right to enter the Premises as permitted by law. Unless Tenant has given the Landlord permission to enter, Landlord will give Tenant written notice at least twenty-four (24) hours before entering the Premises, unless entry is due to an emergency. If either Tenant or Tenant's Suitemates gives Landlord permission to enter the Common Areas in the Apartment Landlord will assume that Landlord has the permission of all persons with rights in the Common Areas in the Apartment to enter unless Landlord hears otherwise from Tenant or Tenant's Suitemates.

17. ESTOPPEL CERTIFICATES. Within five (5) days of Landlord's written request, Tenant must execute and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or if modified, describing the modification). Tenant's statement shall include any other details Landlord requests. If Tenant fails to deliver the statement within the specified time, it will be conclusively presumed that (1) this Lease is unmodified and in full force and effect, except as Landlord otherwise indicates, (2) that there are no uncured defaults in Landlord's performance, and (3) any other details specified by Landlord and originally requested of Tenant is true.

18. FURNITURE MOVING & ELEVATOR OPERATION. Landlord may designate times and methods for moving furniture, and other household goods to or from the Premises. Landlord shall not be liable for any loss resulting from the unavailability of elevator service to move furniture or other household goods, or otherwise to move into or out of the Apartment.

19. GARBAGE. Tenant shall dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with Landlord's instructions contained within the resident handbook. Unless Landlord indicates otherwise in writing, Tenant shall not dispose of large items in Property garbage containers and/or areas.

20. GUESTS. Tenant shall be responsible for the actions and behavior of Tenant's Associated Parties. Tenant's Associated Parties must be accompanied by Tenant in common areas of the Property. Tenant's Associated Parties are required to abide by all rules and regulations applicable to the Property and/or as otherwise set forth in this Lease. Tenant shall not distribute or otherwise loan Tenant's Associated Parties any keys or access cards belonging to Tenant that access the Premises or the Property. Any such distribution is strictly prohibited. Tenant must receive permission from his/her Suitemate prior to inviting Tenant's Associated Parties into the Premises. Tenant's Associated Parties may not sleep in Common Areas in the Apartment or common areas of the Property. Landlord has the right to restrict specific Tenant's Associated Parties who have been disruptive or who have violated Landlord's rules and regulations. Landlord, in its sole discretion, shall have the right, without notice, to ban Tenant's Associated Parties from the Property.

21. HARASSMENT. Tenant and Tenant's Associated Parties shall not harass (sexually or otherwise) Landlord, Landlord's representatives, Tenant's Suitemates, or any other person on the Property. Violation of this provision shall constitute a Tenant default under this Lease and grounds for termination of the Lease.

22. INSURANCE: PERSONAL PROPERTY INSURANCE (RENTER'S INSURANCE) IS NOT PROVIDED BY OWNER.

23. KEYS, LOCKS AND OPENING DEVICES. Because Tenant shares the use of the Common Areas in the Apartment with Tenant's Suitemates, for security purposes, Tenant may wish to keep Tenant's personal property in Tenant's bedroom and keep the door to Tenant's bedroom locked at all times. Tenant's Suitemates will not have keys to Tenant's bedroom and Tenant will not have keys to Tenant's Suitemates' bedrooms. Because Landlord may need access to the Premises in case of an emergency, Tenant may not change any locks or install additional security devices in the Premises without Landlord's prior consent. If permission is granted, Tenant may not later remove locks or the additional security devices without Landlord's consent.

24. LAUNDRY FACILITIES. If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by Property residents. Clothes, laundry baskets, and laundry detergents are not to be left unattended in the laundry areas. Tenant shall remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can before leaving the laundry facility.

25. LIABILITY. Landlord will not be liable for any damage or injury to Tenant or Tenant's Associated Parties, or to any property, occurring on the Property, unless such damage was caused by Landlord's fraud, gross negligence, violation of law, or willful misconduct.

26. MAINTENANCE, ALTERATIONS AND APARTMENT CONDITION. As specified below in Section 30 Tenant will complete and sign an Inventory/Move In/Move Out form documenting the condition of the Premises and an inventory of appliances, furniture, and furnishings. If Tenant fails to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Premises and personal property are in good condition. During Tenant's tenancy, Tenant must keep the Premises clean. Tenant may not paint, wall paper, or make other alterations to the Premises without Landlord's prior written consent. Landlord shall supply the Premises with functioning light bulbs before Tenant takes possession of the Premises. Tenant shall be responsible for replacing nonfunctional light bulbs at Tenant's expense. Tenant acknowledges that Landlord has not made any promises to make any changes to the Property except as specified in this Lease.

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- 27. MAINTENANCE REQUEST.** Requests for repairs and all notices regarding the condition of the Property must be made to the maintenance contact listed in Section 4 of the Variable Lease Terms section of this Lease. This will ensure that Landlord receives and properly processes Tenant's request or notice. Notations on the Inventory/Move In/Move Out form documenting the condition of the Premises, does not constitute a request for repairs; Tenant must make a separate request for maintenance. Tenant may make requests verbally, in writing or electronically.
- 28. MOVE-IN OBLIGATIONS.** Pursuant to the Virginia Residential Landlord and Tenant Act (see VA. CODE §§ 55-248.11:1-11:2), as part of the written report of the move-in inspection required by § 55-248.11:1, Landlord shall disclose whether there is any visible evidence of mold in the dwelling unit. If Landlord's written disclosure states that there is no visible evidence of mold in the dwelling unit, this written statement shall be deemed correct unless Tenant objects in writing within five (5) days after receiving the report. If Landlord's written disclosure states that there is visible evidence of mold in the dwelling unit, Tenant shall have the option to terminate the tenancy or to accept the dwelling unit in an "as is" condition. Within 5 days of the Commencement Date, Tenant shall also complete and sign an Inventory/Move In/Move Out form documenting the condition of the Premises and an inventory of appliances, furniture, and furnishings. If Tenant fails to report any defects on the Inventory/Move In/Move Out form, it will be conclusively presumed that the Premises and property are in good condition.
- 29. MOVE-OUT OBLIGATIONS.** At termination of this Lease, Tenant must (a) surrender to Landlord all of Tenant's parking passes, keys and other opening devices to the Premises, including any common areas; (b) surrender the Premises to Landlord empty of all Tenant's personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the bedroom, and to the extent Tenant does not have a Suitemate, the Common Areas in the Apartment, to Landlord in the same condition as received, reasonable wear and tear excepted; (e) clean the bedroom, and to the extent Tenant does not have a Suitemate, the Common Areas in the Apartment, to the level of cleanliness as received; (f) and give Landlord written notice of Tenant's forwarding address. At termination of the tenancy, Landlord reserves the right to remove any improvements that Tenant installed, whether or not Landlord authorized the improvements, at Tenant's sole cost and expense. Pursuant to VA. CODE ANN. 55-248.15:1(C), Landlord shall have the right to inspect the Premises, and Tenant shall have the right to be present during such inspection. Landlord will make reasonable efforts to notify Tenant of this right upon Landlord's request for Tenant to vacate, or within five (5) days of receipt of Tenant's notice of intent to vacate. Tenant must then confirm in writing Tenant's intent to be present during the inspection, and Landlord shall provide Tenant with the time and date of the inspection.
- 30. MULTIPLE TENANTS.** All tenants sharing the Common Areas in the Apartment are jointly and severally liable for maintenance and damage to the Common Areas in the Apartment and its furnishings. Tenant is exclusively liable for the maintenance and damage to Tenant's bedroom and furnishings.
- 31. NO RELEASE.** Tenant will not be released from his/her obligations under this Lease on the grounds of voluntary or involuntary school withdrawal or transfer, business, transfer, layoff or termination, disputes with Suitemates, bad health, or any other reason, unless Landlord agrees otherwise in writing or unless such release is pursuant to Sections 47 or 48 of this Lease.
- 32. OCCUPANTS.** Tenant bedroom may be occupied only by Tenant specified above in Section 3 of the Variable Lease Terms section.
- 33. PARKING VEHICLES.** If parking spaces are assigned, Tenant may park on the Property only in the parking space(s) specified in Section 5 of the Variable Lease Terms section. Landlord reserves the right to temporarily or permanently change Tenant's parking space(s) and to assign another to Tenant with five (5) days prior notice to Tenant. Landlord may issue parking passes or other devices to control parking. If issued, Tenant must display his/her parking pass at all times. Parking spaces (if any) may be used only for parking passenger automobiles, motorcycles or light utility vehicles. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at Tenant's expense. A vehicle may be towed if it: (A) has flat tires or other condition rendering it inoperable; (B) is on jacks, blocks or has wheel(s) missing; (C) has an expired license or expired license sticker; (D) takes up more than one parking space; (E) is the property of a former tenant who has surrendered or abandoned their apartment; (F) is illegally parked in a marked handicap space; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space reserved for other residents; (J) is not properly parked in its designated area; (K) obstructs garbage trucks' access to a dumpster; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm or has an alarm which is not silenced within 10 minutes; or (N) is parked in a designated visitor or office parking space. Gasoline, fuels or other explosive materials may not be stored anywhere on the Property. Tenant shall be responsible for oil stains and other damage caused by Tenant's vehicles and vehicles of Tenant's Associated Parties. Parking is at the risk of the vehicle owner or operator. Landlord shall have no liability for damage to or loss of any vehicle or any personal property contained within a vehicle. Tandem parking will be permitted only with Landlord's prior written consent. Tenant shall operate his/her vehicle safely and limit Tenant's vehicle speed to five (5) miles per hour within the Property. Tenant must immediately remove all vehicles from the Property (a) after service of any notice allowed by law; and (b) at the earlier of the Termination Date or the date that Tenant vacates the Premises.
- 34. PETS.** Pets of any kind are not permitted.
- 35. POOL/SPA.** If the Property has a pool or spa, Tenant may use them only during posted hours. Children using the pool/spa facilities, under the age of fourteen (14) must have adult supervision at all times. Food is not permitted in or around the pool area without the written consent of Landlord. Drinks must be served in unbreakable containers, and no alcoholic drinks are allowed in the pool area. Be considerate of others. Guests shall not be excessively noisy, rowdy or wear excessively revealing clothing. All guests are required to shower before using the pool and spa. Inner tubes and other such recreational items shall not be used if objected to by other users of the pool. Any pool safety equipment shall be used only in case of an emergency. Tenant, his/her guests and invitees shall adhere to any additional pool/spa rules and regulations that are posted at the facilities.
- 36. NO LIFEGUARD WILL BE ON DUTY.** People using the pool and spa do so at their own risk. Landlord will not be responsible for accident, injury or death. Furthermore, Landlord shall not be responsible for any personal property that is lost, damaged or stolen.
- 37. POSTED SIGNS AND INSTRUCTIONS FROM LANDLORD.** Tenant must obey all posted signs on the Property.
- 38. POSTING FLYERS.** Flyers may be posted only in designated areas. Landlord may remove any commercial or offensive material, or material which is not in keeping with the nature of the Property.
- 39. REPRESENTATIONS OF TENANT.** Tenant represents that all statements in Tenant's rental application and other documents submitted by Tenant to Landlord (whether previously submitted or in the future) are true and complete.
- 40. SATELLITE DISHES.** Satellite dishes are not permitted.
- 41. SECURITY AND SAFETY.** LANDLORD DOES NOT GUARANTEE TENANT'S SAFETY OR SECURITY. TENANT MUST EXERCISE DUE CARE FOR THE TENANT'S SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. Landlord's safety measures are not an express or implied warranty of security or a guarantee against crime or of a reduced risk of crime. Landlord is not liable to Tenant or any of Tenant's Associated Parties for injury to persons or damage or loss to property caused by criminal conduct of other persons. Landlord shall not be obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security for the Property. If Landlord provides such services to the Property, Landlord, in its sole discretion, may discontinue such items at any time without notice.

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42. SMOKE DETECTION. The Premises is equipped with a functioning smoke detection device(s), and Tenant shall be responsible for testing the device(s) weekly and immediately reporting any problems to Landlord.

43. STORAGE. Various storage facilities are located throughout the Property. The primary purpose of these storage facilities is to accommodate storage needs for Tenants of the Property who vacate for deployment. If space is available, some of these storage facilities may be made available to current residents for outside items on a limited basis. If Tenant is interested in utilizing storage space, if available, please contact the central service desk at J-53. If space is available, Tenant shall be required to enter into a separate storage agreement. Tenant must vacate and remove stored property (a) after service of any notice allowed by law, and (b) at the earlier of the Termination Date or the date that Tenant vacates the Premises. If Tenant does not remove stored property from the storage space when required, Landlord may deem the remaining stored property abandoned and Landlord may dispose of it as allowed by law.

44. TEMPORARY RELOCATION. Tenant agrees, upon notice from Landlord, to temporarily vacate the Premises for a reasonable period of time, if, in its reasonable discretion, Landlord deems it necessary for any reason, including, but not limited to, fumigation, Premises testing/inspection or, repairs or renovations. Tenant shall comply with all instructions necessary to prepare the Apartment for fumigation testing/inspection or repair. If Tenant is required to vacate the Premises for more than one (1) day, Tenant will be entitled only to an abatement of Rent equal to the per diem Rent for the period that Tenant is required to vacate the Premises, provided, however, that if Landlord provides Tenant with an alternate apartment, then Tenant shall not be entitled to an abatement of Rent.

45. EARLY TERMINATION BY LANDLORD. Landlord may terminate this Lease before the Termination Date for any of the following:

- a. Tenant is discharged or released from active duty; or
- b. Tenant or Tenant's Associated Parties misuse or illegally use the Property or if Tenant or Tenant's Associated Parties conduct is detrimental to the community's safety, health or morale; or
- c. Tenant is deceased; or
- d. Tenant has damaged, or not properly cared for, the Property; or
- e. Tenant is absent from the Property for more than 90 days (exceptions may be granted by Landlord); or
- f. Tenant abandons the Premises and ceases to reside personally in the Premises; or
- g. Tenant or Tenant's Associated Parties use the Premises for commercial, illegal or immoral purposes.

46. EARLY TERMINATION BY TENANT.

Notwithstanding anything else in this Lease to the contrary, Tenant may also terminate this Lease before the Termination Date for any of the following:

- a. Tenant receives orders for a permanent change of station; or
- b. Tenant receives orders to deploy for a period of at least 90 days; or
- c. Tenant is discharged or released from active duty with the armed forces of the United States, the Coast Guard or from full-time duty or technician status with the National Guard; or
- d. Tenant dies during active duty (in which case an adult member of Tenant's immediate family or personal representative of the estate may exercise this right); or
- e. Tenant's status changes from unaccompanied to accompanied; or
- f. Tenant is ordered to report to government supplied quarters resulting in forfeiture of Tenant's BAH; or
- g. Tenant's purchase of a primary residence; or
- h. Tenant receives military permission for base housing.

Tenant (or, in the case of Tenant's death, Tenant's representative) must give Landlord written notice of termination, and the new Termination Date must be at least thirty (30) days after the date on which the next payment of Rent is due and payable. (For example, if Tenant served Landlord notice on January 15th, Tenant's tenancy would terminate on March 1st). Tenant must provide Landlord proof to Landlord's reasonable satisfaction that Tenant qualifies for the Early Termination Option. Proof may consist in part of (i) Tenant's military identification, (ii) a copy of Tenant's official permanent change-of-station orders or (iii) a copy of Tenant's deployment letter or order that warrants termination. Military permission for base housing does not constitute a permanent change-of-station order. Landlord, at its sole discretion, may reduce or waive the thirty (30) day advance notice.

Tenant may also terminate this Lease before the Termination Date if Tenant is buying a primary residence or if Tenant receives military permission for base housing, but Tenant must give Landlord at least thirty (30) days advance notice. If Tenant terminates this Lease early for one of the reasons described above, then Tenant will not be assessed a penalty for early termination and Tenant will not be responsible for Rent after the revised Termination Date. However, Tenant will still be responsible for turning over the Premises to Landlord in broom clean condition in accordance with the terms of this Lease.

Landlord may, in its sole discretion and upon written request by Tenant, agree to terminate this Lease for reasons other than those set forth above. Landlord may choose to make Landlord's agreement conditioned upon payment of an early termination fee not to exceed one month's Rent, together with any outstanding Rent or other amounts owed to Landlord under this Lease.

47. TERM/AUTOMATIC RENEWAL. The Term of this Lease shall be for 6 months, unless a shorter term is approved by Landlord. Tenant hereby agrees to accept possession of the Premises on _____, (expected closing date) ("Commencement Date"). Landlord reserves the right to extend the Commencement Date to a date no later than _____ ("Outside Commencement Date"), by delivering prior written notice of the extension to Tenant. If Landlord exercises its right to deliver the Premises on the Outside Commencement Date, this Lease will be deemed amended to reflect the Outside Commencement Date as the actual Commencement Date and the Termination Date shall be adjusted accordingly, which will be six (6) months after the Outside Commencement Date. After expiration

of the Lease Term, the Lease will automatically continue on a month-to-month tenancy if the Lease has not been terminated by either party or parties have not renewed the Lease for another Term. Either party may terminate the month-to-month tenancy after service of a written notice of termination to the other party within 30 days of the next rent due date.

Agent's Initials _____

Tenant's Initials

48. **MUTUAL TERMINATION BY TENANT AND LANDLORD PRIOR TO EXPIRATION OF TERM.** Debarment to the installation of Tenant, may, by mutual agreement of Tenant and Landlord, terminate this Lease.

49. **USE.** The Premises may be used as a personal apartment only and not for any business or commercial use. However, Tenant may maintain a personal home office as long as the home office use does not involve people coming to the Premises for business purposes.

50. **UTILITIES.** Landlord agrees to provide water, sewer, and trash removal from designated collection points, gas and electricity service for the Premises. Tenant shall be solely responsible for connecting to and maintaining his/her local and long distance telephone phone service, (including paying for the costs of such services). If Tenant desires additional private telephone lines, this will be at Tenant's expense and Tenant must contact the appropriate service provider and make such arrangements. All utilities shall be used only for normal household purposes and must not be wasted.

51. **WATERBEDS.** Waterbeds are not permitted.

52. **WEAPONS. Possession of firearms, ammunition, government-owned arms and/or other ordnance equipment or weapons in the Apartment is prohibited and will constitute an immediate default of this Lease.**

53. **WINDOW COVERINGS.** Any window treatments Tenant installs must appear white to the outside. Tenant may not use sheets, blankets, etc. in place of draperies or blinds. Tenant shall not place objects on a window sill which are visible from the outside.

ALL OTHER COMMUNITY RULES AND REGULATIONS ARE CONTAINED IN THE RESIDENT HANDBOOK. TENANT HAS ACKNOWLEDGED RECEIPT OF RESIDENT HANDBOOK IN SECTION 10 OF THE VARIABLE LEASE TERMS.

D. DISCLOSURES AND NOTICES:

1. **REGISTERED SEX OFFENDERS NOTICE.** The Virginia State Police, sheriff's departments, local police departments and other local law enforcement authorities maintain a database, for public access, which consists of the information identifying locations for persons required to register pursuant to VA. CODE ANN. § 9.1-901. Virginia's state database is available on the World Wide Web.

2. **MOLD.** Mold consists of naturally occurring microscopic organisms. Mold breaks down and feeds on organic matter in the environment. When moldy materials are damaged or disturbed, mold spores and other materials may be released into the air. Exposure can occur through inhalation or direct contact. Most molds are not harmful to most people, but it is believed that certain types and amounts of mold may lead to adverse health effects in some people.

A certain amount of mold exists in every home. Controlling moisture and proper housekeeping are necessary to limit mold growth. Landlord has inspected the Premises and is not aware of any mold problems or currently existing conditions that may contribute to mold growth in the Premises. However, due to the climate and the age of the buildings, mold and mildew may be present in the Premises. Tenant agrees to read the document(s) regarding mold provided to Tenant by Landlord, U.S. EPA's *A Brief Guide to Mold, Moisture and Your Home* (available at www.epa.gov/iaq/molds/images/moldguide.pdf), and expressly agrees to maintain the Premises in a manner that prevents mold growth, as set forth as Addendum A

3. **LEAD-BASED PAINT.** Tenant acknowledges that buildings constructed prior to 1978 are presumed to contain Lead-Based Paint. As a result, Lead-Based Paint may be present in the Premises, including the Common Areas. Tenant acknowledges receipt of the booklet published by the U.S. Environmental Protection Agency entitled "Protect Your Family from Lead In your Home" and the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards," the latter of which is set forth as Addendum B.

4. **ASBESTOS.** All buildings constructed prior to 1980 may contain asbestos-containing building materials and products. As a result, asbestos-containing materials may be present in the unit. Tenant acknowledges receipt of the "Disclosure of Asbestos Containing Materials," which is set forth as Addendum C.

5. **DISCLOSURE OF ENVIRONMENTAL HAZARDS.** Tenant acknowledges that this unit is located on an active Navy base where known solvents and hazardous materials have been used and/or stored. As a result, such materials may be present in the soil, air or groundwater surrounding the Premises. Tenant acknowledges receipt of the "Disclosure of Environmental Hazards," which is set forth as Addendum D.

E. DEFAULT AND REMEDIES:

1. **TENANT DEFAULT.** Tenant's right to remain in possession of the Premises is conditioned on Tenant's timely and full performance of each of Tenant's obligations under this Lease. Tenant shall be in material default under this Lease, Landlord may, in its sole and absolute discretion, terminate this Lease before the Termination Date if any of the following conditions occur:

Tenant, abandons or voluntarily ceases to reside at the Premises; or

Tenant fails to pay Rent, or any other charge required by Landlord, as and when due; or

Tenant violates the obligations, covenants, terms or conditions of this Lease; or

Tenant supplied any false or misleading information to Landlord, with respect to this Lease or any lease documents associated thereto ; or

Tenant's misuse or illegal use of the Premises or conduct of Tenant, his/her occupants and/or invitees which is illegal or deemed detrimental to community safety and/or health; or

Tenant damages the Premises or does not properly care for the Premises; or

Tenant is in possession of firearms, ammunition, government-owned arms and/or other ordnance equipment or weapons at the Premises

All notices and eviction procedures will be documented, delivered and executed in accordance with Virginia Residential Landlord and Tenant Act.

Agent's Initials _____

Tenant's Initials

2. **LANDLORD REMEDIES.** If Tenant shall be in default of this Lease, Landlord may elect, in its sole discretion, to terminate this Lease and recover from Tenant all damages incurred by Landlord as a result of the default, including the cost of recovering possession of the Premises, rental commissions, advertising expenses and other associated costs. Tenant shall remain obligated to pay to Landlord all Rent, and other amounts due and owing, through the end of the Term.
3. **CUMULATIVE REMEDIES.** All remedies specified in this Lease are cumulative.
4. **FAILURE TO VACATE.** If Tenant fails to vacate the Premises on or before the Termination Date of this Lease, Tenant shall be liable for all resulting losses suffered by Landlord including but not limited to, future resident losses, lost Rent, legal costs and other expenses.
5. **ATTORNEY FEES.** In legal actions brought by either party to enforce the terms of this Lease or relating to the Premises, including actions for failure to comply with the terms of this Lease, the prevailing party will be entitled to all costs incurred in connection with that action, including reasonable attorneys' fees as allowed under the Virginia Residential Landlord and Tenant Act.

F. AGREEMENT INTERPRETATION:

1. **AMENDMENT.** This Lease may not be amended, modified or altered, except by written agreement, signed by Tenant and Landlord.
2. **CONSTRUCTION.** The singular form will include plural, and vice versa. This Lease will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.
3. **INTEGRATION.** This Lease and the documents referenced in it constitute and contain the entire agreement between the parties and supersede and replace all prior and contemporaneous negotiations, agreements, promises and representations whether written or oral.
4. **SEVERABILITY.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
5. **SUCCESSORS AND ASSIGNS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, successors, executors, and administrators of Tenant and Landlord.
6. **TIME IS OF THE ESSENCE.** Time is of the essence as to each obligation to be performed under this Lease.
7. **VERBAL REPRESENTATIONS.** Tenant agrees that Landlord has not made any oral promises, representations, or agreements not contained within this written Lease.
8. **GOVERNING LAW.** This Lease is made under and shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.
9. **NO WAIVER.** No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy available upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation. Furthermore, Landlord's acceptance of a partial payment of any amounts due shall not be deemed a waiver of Landlord's right to receive, or pursue payment of, the full amount due.

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Agent's Initials _____

Tenant's Initials

EXHIBIT A-1

Each Apartment will be equipped with the following items. Tenant shall be responsible for the maintenance and cleaning of all such items.

- a. Microwave
- b. Kitchen Table or Barstools
- c. Cook top Burner
- d. Refrigerator
- e. Table Lamp and/or Floor Lamp
- f. Iron
- g. Ironing Board
- h. Trash can(s)

Each Apartment will be equipped with the following items. Tenant shall be responsible for the maintenance and cleaning of all such items.

- a. four (4) dinner plates
- b. four (4) salad plates
- c. four (4) cereal bowls
- d. four (4) coffee mugs
- e. four (4) table knives
- f. four (4) dinner forks
- g. four (4) salad forks
- h. four (4) soup spoons
- i. four (4) tea spoons
- j. six (6) cups
- k. 7-piece cookware set
- l. coffee maker
- m. toaster
- n. cutting board
- o. utility knife
- p. silverware tray
- q. baking spoon
- r. spatula
- s. waste basket
- t. kitchen towel
- u. pot holder

Agent's Initials _____

Tenant's Initials

EXHIBIT A-2

Tenant's bedroom will be equipped with the following basic bedding. Tenant shall be responsible for the care of all items in Tenant's bedroom and for cleaning of all bedding. The use of personal bedding is allowed.

- a. Mattress Cover
- b. Bottom Sheet
- c. Top Sheet
- d. Blanket
- e. Bed Cover
- f. Pillow
- g. Pillow Case

Tenant's bedroom will be equipped with the following basic furniture. Tenant shall be responsible for all items in Tenant's bedroom and for keeping the following items clean and in good condition.

- a. Twin Mattress/ Capt. Bed
- b. Headboard
- c. Footboard
- d. Bed Frame
- e. Nightstand
- f. Dresser
- g. Desk
- h. Desk Chair
- i. Hutch for Desk