

- 1. RESIDENTS & GUARANTORS ACKNOWLEDGE THE READING & UNDERSTANDING OF THIS LEASE AGREEMENT & DO FURTHER ACKNOWLEDGE THAT THE LEASE IS INCLUSIVE OF THE RESIDENT HANDBOOK*, WHICH IS HEREBY MADE A PART OF THIS LEASE BY REFERENCE & ALL THE TERMS & CONDITIONS AS SET FORTH ON PAGES 1-4 OF THIS DOCUMENT.** Residents & Guarantors agree that the lease constitutes the entire agreement & understanding between the parties & no other, unless based in writing & executed by all parties; any erasures, typographical changes or additions to the lease which are not authorized & executed by the Owner will be voidable but will not cancel or void the balance of the lease. Parties agree that neither party may rely on oral representation. All parties whose names are signed to this agreement shall be jointly & severally liable to Owner for rent as well as any deposits required herein. Furthermore, all parties shall be jointly & severally liable to Owner for any damages as a result of default by the Residents. Unless specifically provided otherwise, this Lease shall be binding on & shall inure to the benefit of the respective parties & their personal & legal representatives, estates, heirs, legatees, assigns &/or successors in interest. *A copy of the handbook is available at FoxridgeLiving.com. If computer access is not available, contact the Foxridge Welcome Center for a copy.
- 2. ALL REQUIRED DEPOSITS** are retained by Owner during the term of the lease & to be refunded within forty-five (45) days after vacating the premises provided that Resident has kept & performed the conditions of this contract & the Standard Vacating Checklist. In the event Resident defaults in any provision of this contract the deposit may be used by Owner to apply against defaults of the Resident. Resident may not apply Security Deposit toward rent owing on the apartment. Interest shall be paid upon Security Deposit as required by the laws of the State of Virginia. Upon vacating the Apartment, Resident agrees to thoroughly clean the same or pay the Owner the cost of having this done pursuant to the Standard Vacating Checklist, a copy of which the Resident acknowledges receipt. All keys must be returned. If any cleaning is needed, damage done, or locks changed, Owner shall have such work accomplished & deduct this cost from the deposit. The vacating inspection will be made promptly within seventy-two (72) hours. Prior to termination of occupancy, Resident agrees to provide forwarding address to which refund & correspondence will be mailed.
- 3. THE STANDARD MONTHLY RENT** is due & payable on the first day of each month & late on or after the second during the term hereof (including the last month's proration). The first month's proration is to be paid at signing of lease. If Owner delivers possession of the premises to Resident on or after the twentieth (20th) day of the month, the Resident agrees to pay prorated amount of said rent, including the next month's rent. Move-in must occur during office hours & only if signatures are complete & all monies paid.
- 4. RESIDENT SHALL PAY RENT** as provided herein to the Rental Office without any offset or deduction whatsoever. Resident agrees to pay a late charge of seventy-five dollars (\$75.00) on rent received after 5:00pm on the fifth (5th) of the month. Time of receipt of payments due the Owner is of the essence of this lease. The Resident agrees & understands that in using the facilities of the United States Postal Service for the mailing of items to the Owner, the Resident is appointing the Postal Service as his sole agent, & the Owner will not consider postmarks or other evidence of payment of postage or of deposit in the U.S. Mail in determining the time of receipt of any items. The term "Resident" shall include only those who have signed the lease agreement. For administrative purposes, only one check (appropriately marked for the apartment) is permitted per apartment for the monthly rent. The Owner reserves the unrestricted right, in his sole & absolute discretion, after written notice to the Resident, to require that payments thereafter due the Owner be made by cashier's or certified check. Resident agrees & understands that acceptance of partial rental payment(s) does not constitute payment in full, nor waive any notices issued. Should Resident be late 3 times within the term of this lease or submit two checks that are returned by a bank for insufficient funds, that shall be grounds for termination of this lease at the option of the Owner.
- 5. COMPLIANCE WITH THE LAWS OF THE STATE OF VIRGINIA** It is the intention of the Owner that this agreement be in compliance with the laws of the State of Virginia & the ordinances of the locality where the apartment is located. Any rights & remedies contained herein shall be cumulative of any rights or remedies specified under the laws of the State of Virginia.
- 6. THE APPLICATION** is made a part of the lease & if any of the statements made in the application or lease are found to be untrue, Owner reserves the right to terminate the lease & take possession of the apartment.
- 7. IF RESIDENT FAILS TO OCCUPY THE APARTMENT** & pay rent to the Owner for the minimum time provided in this agreement, Owner will be entitled to use the deposit & prepaid rent to apply against any damages sustained by the Owner as a result of the Resident's failure to occupy the apartment.
- 8. RESIDENT ACKNOWLEDGES RECEIPT** of a copy of the Resident Information & Policy Handbook*. Resident agrees that he/she, his/her family & guests will comply with all such policies. Owner reserves the right to make reasonable changes or additions to such policies & Resident agrees to compliance with such new policies as may be furnished to the Resident by the Owner upon delivery of a copy of new policies to the apartment or Resident. *A copy of the handbook is available at FoxridgeLiving.com. If computer access is not available, contact the Foxridge Welcome Center for a copy.
- 9. RESIDENT ACKNOWLEDGES AND AGREES** to the responsibilities outlined in the Resident Information & Policy Handbook* with respect to the Mold & Mildew procedures. *A copy of the handbook is available at FoxridgeLiving.com. If computer access is not available, contact the Foxridge Welcome Center for a copy.
- 10. RENEWAL OF LEASE** At least one hundred twenty (120) days before the expiration of the original or any renewal term of this lease, the Resident must give written notice of his intention to renew the lease or his intention to allow this lease to expire. Lack of a written one hundred twenty (120) day vacating notice or Resident's failure to surrender possession of the premises at lease expiration will result in the Owner applying the Security Deposit against any rent loss or damages sustained. All leases for buildings 3700-11600 with lease ending dates during the months of May, June, July or August, must give written notice no later than February 15, prior to your lease ending date, of intention to renew the lease or intention to allow this lease to expire. The Owner shall have the right for one hundred twenty (120) days prior to the expiration of the term or any renewal period to have applicants admitted at all reasonable hours to view the premises until rented, if no such notice is received by the Owner. At the time of renewal, the rental rates are subject to change as determined by Owner & said rate change will be stated on your renewal lease. Extensions may be requested, but are not guaranteed. See Resident Information and Policy Handbook* for more details on Extensions. *A copy of the handbook is available at FoxridgeLiving.com
- 11. RESIDENT WILL TAKE GOOD CARE** of property of Owner including proper cleaning of the premises & will report promptly to management any repairs which may be needed on Owner's property, fixtures or furnishings. Lack of such notification may result in the Resident being charged for repairs or replacements. Owner shall have the right to make repairs, renovations & alterations at reasonable times. If the apartment is damaged by other than ordinary wear & tear, the Owner shall make such repairs & replacements equal in quality to the original

construction & Resident shall pay the cost. Premises may not be used for business purposes. Combustible fuels are not allowed in the apartment or building.

12. FOR INJURY TO PROPERTY OR RIGHTS OF OWNER caused by negligence or fault of Resident, his/her agents, family or guests, Resident agrees to reimburse Owner promptly in the amount of the cost for repair or replacement. Resident also agrees to pay maintenance, repairs & services to the premises when the damage or malfunction is caused by the resident, his/her family or guests.

13. RESIDENT WILL SEE THAT THE CONDUCT of himself/herself, his/her family & his/her guests in the Apartment & on all Apartment premises is never disorderly or boisterous; that it does not disturb or interfere with the rights, comfort or convenience of other persons on or around the premises; that it is not unlawful or immoral. Resident acknowledges and agrees to notify us if the Resident or any occupants are charged with and/or convicted of any felony or misdemeanor involving a controlled substance, violence to another person, or destruction of property. Residents also acknowledge and agree to notify us if Residents or any occupants register as a sex offender in any state. Residents further acknowledge and agree that informing us of the aforesaid criminal charges and/or convictions and/or sex offender registry shall not constitute nor shall it be construed as a waiver of our rights to pursue against you all legal rights and remedies available to us under applicable Virginia law relative to the aforesaid criminal charges and/or convictions and/or sex offender registry, including but not limited to the termination of your lease agreement.

14. TERMINATION BY OWNER The Owner reserves the right to give the Resident written notice at least ninety (90) days before the expiration of the original or any renewal term of this lease that renewal of this lease is not desired.

15. OWNER 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 other residents or other persons, whether such persons be off the property of Owner or on the property with or without permission of Owner; nor shall Owner be liable for losses or damages resulting from failure, interruption, or malfunctions in the utilities & amenities provided to Resident.

16. IN CASE OF DAMAGE BY FIRE OR ACT OF GOD (NOT CAUSED BY OWNER OR RESIDENT) a Resident shall notify Owner immediately, & Owner shall repair the damages with reasonable promptness or, if the premises are deemed by the Owner to be damaged so much as to be damaged so much as to be unfit for occupancy, or if the Owner decides not to repair or restore the building, the lease shall terminate. If the lease is so terminated, rent will be prorated on a daily basis so that Resident will pay rent only up to the date of the damage, & the remainder of month's rent will be refunded.

17. OWNER MAY ENTER APARTMENT at any reasonable time to inspect, repair, & maintain it, to verify lease obligations, or to show the property to a prospective purchaser, lender or insurance agent, or, in case either party has given notice to terminate the lease, to show the apartment to prospective residents. Except in the case of an emergency, a resident-requested work order, condition report, newsletter notification of filter changes, or if it is impractical to do so, the Owner shall give the Resident reasonable notice of his intent to enter the premises.

18. INSPECTION OF APARTMENT If the Resident desires to be present when the Owner inspects the premises at the termination of the lease to determine the amount of the security deposit to be returned, he/she shall so advise the Owner in writing two weeks in advance who, in turn, shall notify the Resident of the time & date of said inspection which must be made during business hours & within seventy-two (72) hours of termination of occupancy.

19. ATTORNEY'S FEES A. In case of default, re-entry, or expiration of the lease by default, the rent for the full balance of the term originally included in the lease, less the amount of the rent collected, shall become immediately due & payable, together with such expenses as the Owner may incur for attorney's fees (which for the purpose of the lease are termed to be thirty-three & one third (33-1/3) percent of all sums due), collection fees including courts costs, expense of re-renting, & for placing the apartment in rentable order. B. If the Resident violates any condition of the lease & the Owner employs an attorney or takes action to enforce the agreement, the Resident shall pay all costs involved, including attorney's fees as provided for under the laws of the State of Virginia.

20. OWNER WILL FURNISH GAS HEAT, WATER, SEWER & GARBAGE COLLECTION Resident will use utilities supplied by Owner only for ordinary household uses unless written permission is obtained in advance for other use. Owner will furnish gas heat & gas for heating water for Foxridge phases I through IX (buildings 100- 12300). Owner will provide gas heat only in Foxridge phases X, XI & XII (12400- 14600). Resident is responsible for contacting the local power company to initiate service & must maintain electrical service during the tenure of the lease to avoid damage to the premises. Owner expressly reserves the right to charge the Residents for any residential water and sewage usage and service provided by the Town of Blacksburg and billed to the Owner. In accordance with Section 55-226.2 of the 1950 Code of Virginia, as amended, the Residents hereby acknowledge and agree that the Owner has expressly reserved the right to bill the Residents for their water and sewage usage and service as clearly stated and set forth in the HHHunt lease agreement. Residents also acknowledge and agree that the Owner will bill the Residents based on the number of bedrooms and dens located in each apartment unit. It is acknowledged and agreed that the minimum service bill will not be less than \$18 per apartment unit, with an additional minimum of \$13 being charged for each additional bedroom or den located in said apartment unit. Four bedroom and four bedroom with den options will be subject to higher fees due to the second kitchen. The Owner expressly reserves the right to increase the cost for the water and sewage usage and service at each renewal or extension of the lease agreement based on any utility rate increase implemented by the Town of Blacksburg and/or based on any administrative billing, fees, and/or costs incurred by and/or charged to the Owner relative to said utility usage and service. In accordance with the aforementioned code section, the Owner will consider any amounts owed by the Residents relative to the water and sewage billing as rent, and any statutory late fees will apply to any such outstanding amounts owed for water and sewage usage and service. Residents further acknowledge and agree that they will remain responsible for any amounts owed pursuant to any applicable water and sewage billing, as clearly stated in their lease agreement, even if the Residents vacate the apartment unit prior to the lease ending date. In addition, residents agree that any partial payment of rent received will be applied to water and sewage first and then to rent.

21. OWNER WILL FURNISH JANITOR SERVICE for the removal of refuse in accordance with regulations accompanying this agreement & for the cleaning of grounds, walks, entrances, parking spaces, & other portions of the property outside the apartment of Resident. If any employee of Owner renders any other services (such as parking, washing, or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises or any other service) for or at the request of Resident, his/her family, employees or guests then for the purpose of such service, such employee shall be deemed the agent of the Resident, regardless of whether or not payment is arranged for such service, & Resident agrees to relieve Owner & hold Owner harmless from any & all liability in connection with such service.

22. **ALTERATIONS** of Owner's property or fixtures may not be made by Resident, nor may appliances or fixtures other than those supplied by Owner be used by Resident without written permission of Owner in advance. Resident shall not drive nails in the wall or otherwise attach to the building (including ceilings, doors & balconies) any decorations or devices in the apartment except with written permission of Owner. Twelve small "picture hanger" nail holes are permitted.

23. **VIOLATIONS** by Resident, his/her family or his/her guests, of any of the obligation of this agreement, including among other violations any disorderly conduct or breach of the rules & regulations under this lease, or any failure to pay rent on the date due, shall give the Owner the right to terminate this lease as provided by the laws of the State of Virginia, & Owner thereupon may enter premises, take & retain possession thereof, & exclude Resident therefrom. If Resident is gone from dwelling unit for more than seven (7) days, without proper notice to management, the premises may be considered abandoned. The premises may also be considered abandoned ten (10) days after the death of a sole resident. The Owner shall also have the right to store or otherwise dispose of any property remaining on or about the premises after the termination of this lease, including any renewal or extension thereof. Any such property left on or about the premises shall be considered Owner's property & title shall be conclusively presumed as having vested in Owner, & in disposing of said property, Owner shall have the right to sell the same at public or private sale & Resident releases all claim to said property & any & all claim against Owner to said property. Owner shall have the right to be a purchaser at any such sale. If the Resident shall remove or attempt to remove any goods or property from the leased premises otherwise than in the ordinary & usual course of continuing occupancy without having first paid & satisfied Owner for all rent & other charges which may become due during the entire term of this lease, the premises may be considered ABANDONED by the Owner & the Owner shall have the right with proper notice to store or otherwise dispose of any property left on or about the premises by the Resident, after Resident has abandoned the premises. Determination by the Owner of what constitutes disorderly conduct or other violation of the obligations of this agreement is final & conclusive for all purposes. All remedies agreed to in this lease are cumulative of all other remedies provided by law for enforcement of the lease provisions by Owner. Resident agrees that acceptance of partial payment by Owner after notice of termination will not constitute waiver of the notice unless Owner agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Owner except to reduce Resident's obligation to Owner by the amount of such partial payment. Waiver by Owner of any defaults or breaches by Resident shall not bar Owner thereafter from requiring immediate performance by Resident of the obligations of this lease, nor shall Owner be barred thereafter from immediate exercise of any of Owner's right or remedies in case of continuing or subsequent default or violation by Resident.

24. **SUBLETTING, COMPANY TRANSFERS OR RESIDENT CHANGES** on/of the premises or assignment of this agreement may not be made without written permission of Owner in advance. Resident hereby agrees to comply with Owner's written statement concerning policy & procedure. A copy of said written statements shall be available in the Rental Information Center upon request.

25. **IF RESIDENT IS IN THE U.S. ARMED FORCES** & is transferring under orders from the U.S. Government, Resident may terminate this contract with a thirty (30) day written notice in accordance with the policy outlined in the Resident Information and Policy Handbook. Resident must supply Owner with a copy of Government orders permanently transferring them from the local area with an assigned military unit for 90 days or more. After Resident supplies written military termination notice, the lease contract will be terminated under this military clause 30 days after the date on which the next rental payment is due. Resident must furnish owner with a copy of permanent change of station orders, call-up orders, or deployment orders or letter.

26. **DELIVERY OF APARTMENT** Owner shall not be liable for damages to Resident for failure to deliver possession of the premises to Resident at the commencement of the term if such failure is due to the builder &/or contractor not completing the premises by the time anticipated or otherwise through no fault of the Owner. Owner will use his best efforts to give possession of the premises to the Resident at the beginning of the Resident's term. If failure to do so is the fault of a withholding Resident, that Resident shall pay Owner or incoming Resident the rent as stated by the leases for each day of withholding. Expenses & damages shall be paid in addition to rent. The acceptance of rent by Owner shall not constitute a waiver of Owner's right to re-enter to claim damage for any other breach by withholding Resident.

27. **HOLDOVER RESIDENT** If the vacating date has passed due to termination of the Lease agreement and Resident(s) or occupant(s) remain in possession of the premises, Resident(s) are liable for the damages sustained by Management due to the holdover. These damages include but are not limited to storage, hotels, meals, mileage, rental vehicles, changes to contractor and employee schedules, administrative fees etc. The holdover damages are payable to Management, at a rate of no less than \$100 per day for each day after the original vacate date that the resident(s) or occupant(s) stays in possession of the premises. In addition, the resident(s) will be responsible for the payment of rent prorated by the number of days that the holdover occurs. The daily rental rate will be calculated at the fair market value. Payment of holdover damages and rent do not constitute permission to extend the lease term.

28. **WATER BEDS** have the potential for considerable damage. Water beds are allowed with the authorization of the Owner & the proper insurance coverage as prescribed by Owner.

29. **PET** requires the Owner's written permission & must be in accordance with Owner's policy. A copy of the policies & written agreement will be available in the Rental Information Center upon request. An additional deposit, fee & monthly rent amount will be required with the lease. The Owner reserves the right to maintain "No Pet Buildings" within the community. Any pet not registered with the Welcome Center will result in a \$200.00 illegal pet fine, per pet and per occurrence.

30. **THE "GUARANTOR"**, whether one or more, hereby unconditionally guarantees the payment of all debts due or to become due whether for rent, late charges, utility costs, court costs, attorney fees, damages or otherwise, arising out of or in any way connected with the lease. The Guarantor further guarantees the performance by the Resident of each & every term & provision of the lease. Guarantors are not considered residents of the apartment and will not have access to the dwelling without prior written consent from the leaseholder(s).

THE OWNER'S INSURANCE POLICY DOES NOT COVER DAMAGE BY FIRE, WATER, VANDALISM, OR ANY OTHER CAUSE TO YOUR PERSONAL PROPERTY LOCATED WITHIN THE APARTMENT. WE STRONGLY RECOMMEND THAT YOU OBTAIN A RENTER'S INSURANCE POLICY TO COVER DAMAGE TO YOUR PERSONAL PROPERTY.