

# Apartment Lease

AMONG THIS LEASE made by Shamrock Corp., P.O. Box 123, Charlottesville, VA. 22902 hereinafter called Owner and, \_\_\_\_\_, hereinafter called Tenant:

## SECTION A

### OWNER AGREES:

- 1...to lease to Tenant the following described property: \_\_\_\_\_, Charlottesville, VA, 22903 to be used as a private dwelling only by the above-named persons named as Tenant only for the term beginning 2:00 PM \_\_\_\_\_ and ending 4:00 PM \_\_\_\_\_.
- 2...to pay for the following utilities: water, sewer, trash pick-up.
- 3...if Tenant wishes to renew or extend this lease, such renewal or extension agreement must be signed by all parties prior to \_\_\_\_\_. In the absence of such agreement, Owner will assume Tenant does not intend to renew this agreement and the premises will be re-leased accordingly. Renewal leases will be year-to-year. Due to the need to match lease dates to UVA semester schedules, month-to-month leases are not possible. (Section A continued next page)

## SECTION B

### TENANT AGREES:

- 1...to be jointly and severally liable for all terms and conditions of this lease including sections D and E on following pages, and to pay rent of \$ \_\_\_\_\_ in advance or in monthly installments of \$ \_\_\_\_\_ on the first day of each month by mail to: Shamrock Corp., P.O. Box 123, Charlottesville, VA 22902. First rental payment is due \_\_\_\_\_. If applicable, the pro-rated rent for any beginning part-month is \$ \_\_\_\_\_ and for any ending part-month is \$ \_\_\_\_\_.
- 2...to pay the following utilities: electricity, gas, telephone, TV, cable.
- 3...to deposit \_\_\_\_\_ (\$ \_\_\_\_\_) with Owner as security for the full and faithful performance by Tenant, of every provision, covenant, and condition of this contract.
- 4...that any future changes in this contract must be in writing and signed by all parties. In the event of any sublease or re-rent of apartment by or for Tenant, rental applications from all prospective subtenants shall be submitted to and approved by Owner and a fee of \$100.00 if sublease, \$200.00 if re-rent shall be payable by Tenant to Owner. See section D.
- 5...that all occupants have read and understand the five (5) pages of this contract and agree to abide by the rules and provisions therein, that an accurate application has been submitted for each occupant, and that said application is hereby made part of this lease. This lease is subject to approval of said applications.
- 6...to make an inspection of the property and to return written inspection report within five (5) days of occupancy. Tenant agrees that property is in a fit and habitable condition and without defects, except for damages and other deficiencies itemized in said inspection report. An inspection report form will be available from Owner at the time Tenant receives keys to the apartment or at any other time requested by Tenant. (Section B continued next page)
- 7...that in the event of a "disgruntled roommate" situation, replacing a roommate will incur a fee of \$150.00 .
- 8...not to place nor use any portable washers / dryers inside the apartment.

## SECTION C

### SPECIAL PROVISIONS:

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
For Shamrock Corp.

NONREFUNDABLE  
 PET DEPOSIT FEE: \$ \_\_\_\_\_  
 APPLICATION FEE: \$ \_\_\_\_\_  
 DEPOSIT: \$ \_\_\_\_\_  
 TOTAL: \$ \_\_\_\_\_

- \_\_\_ App
- \_\_\_ New
- \_\_\_ RN
- \_\_\_ Copy
- \_\_\_ PC
- \_\_\_ Indx
- \_\_\_ ETA

**SECTION A CONTINUED**

**OWNER FURTHER AGREES:**

4...to deliver the premises in a fit and habitable condition by 2:00 PM of the first day of this lease or reduce the rent on a pro-rata basis until possession is possible. If premises remain uninhabitable after 5 working days Tenant has option to void lease.

5...to maintain building exteriors, grounds, lighting fixtures, shrubs and grass, and remove snow from sidewalks. Maintain premises in accordance with local building and housing codes materially affecting health and safety. Promptly repair all electrical, plumbing, sanitary, heating, ventilating and air-conditioning systems. Replace dead smoke detector batteries and fluorescent bulbs at no charge to Tenant. Telephone jack maintenance is the responsibility of Tenant.

6...to not abuse the right of access or use it to harass the Tenant. Except in case of emergency or if it is impractical or impossible to do so, the Owner shall give reasonable notice of his intent to enter and may enter only at reasonable times.

7... to inspect premises prior to occupancy by Tenant and note repairs to be made and existing conditions affecting application of Security and Damage Deposit.

8...to refund to Tenant within forty-five (45) days after expiration of the term of this Agreement any security deposit, provided that Tenant has fully and faithfully complied with every provision, covenant, and condition of this lease and has thoroughly cleaned premises and surrendered possession of premises in good condition and substantial repair; normal wear and tear excepted. Security deposit is not to be applied to rental payments at any time during the term of this lease or any renewals thereof. If there is more than one name on the lease, Owner will divide said refund equally between lessees of record at time of lease expiration unless directed by them in writing to do otherwise, and will mail refund checks to addresses submitted by Tenant in writing at the time premises are vacated and keys returned. If no forwarding address is submitted, Owner will mail any refund to last known address for forwarding.

**SECTION B CONTINUED**

**TENANT FURTHER AGREES:**

7...that occupancy by a person not named herein for more than fifteen (15) consecutive days or other unreasonable period shall be an unauthorized occupancy. Occupancy at 2002 J.P.A. is limited to one person per apartment and at other locations occupancy by more than two persons is prohibited.

8...to pay a late charge of \$50.00 plus an additional \$2.50 for each additional day of late payment if rent is not paid in full and received in our office or postmarked by the third (3rd) day of the month, regardless of holidays. Tenant agrees to pay a \$35.00 charge for each check not honored upon presentation for any reason whatsoever. Late charges will not be levied against unpaid late fees and bad check charges. To ensure proper credit, please make sure each check has your address.

9...that in the event that Tenant fails to pay when due any installment of rent, or additional rent, and such rent or additional rent is not paid within five (5) days after written notice by Owner of nonpayment and of intention to terminate this lease, in addition to other remedies provided by law, Owner may terminate this lease. Upon such termination Owner shall be entitled to possession of the property, to any past due rent, to any unpaid rent for remaining term of lease, to any additional rent, to any damages sustained and to such legal expenses as may be recoverable by law.

10...that in the event that Tenant defaults with respect to any of such provision, covenants, or conditions, including but not limited to payment of rent and additional rent, and which default results in termination of the lease, Owner may use, apply or retain all or any part of such security deposited for the payment of any rent and additional rent in default, or for any other sum which Owner may expend or be required to expend by reason of default by Tenant, including collection costs and any damages or deficiency in the relating of the property, whether such damages or deficiency accrue before or after reentry by Owner. In the event of any said default, the entire rental shall become immediately due and payable.

11...that routine maintenance requests will be phoned to the maintenance office at (434) 295-1471 or the main office at (434)979-7307 at any hour or left in writing under the office door. Emergency maintenance requests (those affecting personal injury or property damage) must not be made in writing or left on any office answering machine after normal office hours; in that event a resident manager or appropriate emergency official must be contacted in person. Tenant will be liable for damages and costs due to unreported or improperly reported maintenance problems.

12...to allow entry to the premises upon reasonable notice at reasonable times, of Owner, and their duly-designated representatives in order to (a) inspect the property, (b) make necessary or agreed repairs, decorations, alterations or improvements, (c) supply monthly extermination, drain maintenance, and other necessary or agreed services, and (d) exhibit the property to prospective or actual purchasers, mortgage's, tenants, workmen, or contractors. In case of emergency, in case Owner is unable to reach Tenant to give reasonable notice to Tenant of Owner's intent to enter the property, in case the property has been abandoned or surrendered by Tenant, or should Owner, in good faith, believe premises to be abandoned, the property may be entered by Owner and their duly-designated representatives without notice to Tenant and without being liable for damages.

13...that if Tenant refuses to allow or prevents access to the Owner as provided in Paragraph 11 of this section, Owner may obtain injunctive relief to compel access or may terminate this lease. In either case, Owner may recover actual damages sustained and reasonable legal expenses.

14...that if Tenant does not deliver the premises to the Owner at the termination of this lease, Tenant shall be liable to Owner for use and occupation of the premises and also for any loss or damage sustained by Owner because of such failure to surrender possession at the time stipulated including reasonable storage, hotel and legal expenses. There are no provisions in this contract for termination before expiration date, but Tenant is permitted to sublease under provisions of Section D. None of the following shall constitute a surrender of lease by Owner: Accepting keys from Tenant. Accepting letter of intent to terminate from Tenant. Accepting checks marked as final payments. Re-leasing premises.

15...the recovery of legal expenses shall be determined by the Virginia Residential Landlord and Tenant Act, the Code of Virginia, 55.1 - 1200 et. seg. where applicable. In addition to the foregoing and in addition to any fees awarded to Owner by a court of competent jurisdiction, Tenant agrees to pay reasonable collection and legal expenses incurred by Owner as a result of the occurrence giving rise to the action.

## Shamrock Corp Apartment Lease page 3

16-A...that any of the following may be deemed by Owner as a default by tenant and a breach of this lease: (1) material noncompliance by Tenant with this lease, (2) noncompliance by Tenant with any obligations primarily imposed upon Tenant by provisions of building and housing codes materially affecting health and safety and applicable to the property, (3) failure by Tenant to remove from the property all ashes, garbage, rubbish and other waste in a clean and safe manner, (4) use of the property by Tenant, or use by others on the property with the consent of Tenant, for any illegal purpose, (5) failure by Tenant, or failure by others on the property with the consent of Tenant, to abide by all reasonable rules or regulations of Owner, now in effect or hereafter adopted, concerning the use and occupancy of the property, (6) abandonment of the property by Tenant, (7) the appointment of a receiver or trustee for Tenant or for the assets of Tenant, (8) the filing of any bankruptcy, arrangement, or insolvency proceedings by or against Tenant, or any assignment by Tenant for the benefit of creditors.

16-B...that in the event of any such breach of this lease, in addition to other remedies provided by law, Owner may deliver a written notice to Tenant that specified the act or omission constituting the breach and that informs Tenant that this lease will terminate thirty (30) days after receipt of such notice by Tenant if the breach is not remedied within twenty-one days after receipt of such notice. If the breach is remediable by Tenant by repairs, by the payment of damages, or otherwise, and Tenant does not adequately remedy the breach within twenty-one (21) days, or if the breach is not remediable, this lease shall terminate thirty (30) days after receipt by Tenant of said notice. Upon such termination, Owner shall be entitled to possession of the property, to any unpaid rent or additional rent, to damages and injunctive relief for breach of this lease, and to such legal expenses and collection expenses as may be recoverable by law.

17-A...that in the event of (1) noncompliance by Tenant with this lease materially affecting health and safety, (2) noncompliance by Tenant with any obligations primarily imposed upon Tenant by provision of building or housing codes materially affecting health and safety and applicable to the property, or (3) noncompliance by Tenant with any reasonable safety or health rules or regulations of Owner, now in effect or hereafter adopted, concerning the use and occupancy of the property, and such noncompliance can be remedied by repair, replacement, or cleaning, and if Tenant fails to comply as promptly as conditions require in case of an emergency, or within fourteen (14) days after receipt by Tenant of a written notice by Owner specifying any such noncompliance and requesting its remedy by Tenant within such period of time, in addition to other remedies provided by law, Owner and their duly-designated representatives may enter the property and cause the necessary work to be done in a workmanlike manner.

17-B...Upon completion of such work, Owner may submit an itemized bill for the actual and reasonable cost or the fair and reasonable value of such necessary work to Tenant, and the amount of such bill shall be paid by Tenant as additional rent on the next date upon which an installment of rent is due or, if this lease has been terminated, such bill shall be paid by Tenant immediately after submission of it.

18...that Owner shall not be liable for any injury or damage to person or persons or property either caused by or resulting from falling plaster, dampness, overflow or leakage upon or into the property of water, rain, snow, ice, sewage, steam, gas or electricity, or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, or appliances, nor for any injury or damage from any other cause, unless any such injury or damage shall be the result of willful misconduct or negligence of Owner, and Tenant shall give prompt notice to Owner of any of the foregoing occurrences, however caused. Owner recommends that Tenant secure insurance to protect Tenant against such loss.

19...that Tenant has hereby received notice from Owner that the area in which the dwelling is situated is occasionally subject to theft, burglary, and other crimes. Tenant acknowledges these conditions, of the need for protection against them, and by leasing the unit under this agreement assumes the risk of such conditions. Tenant shall neither add additional locks or security devices that require attachment to the premises nor change any lock cylinders or other existing hardware. Owner shall be notified of any alarms or other security devices added by Tenant that would impair entry and shall provide Owner with any key or code to said device.

20...that acceptance by Owner of monthly installments of rent with knowledge of a default by Tenant under this lease, or acceptance by Owner of performance by Tenant that varies from the provisions of this lease or rules and regulations adopted by Owner, shall not constitute a waiver of the right of Owner to terminate this lease for either (a) the continuation of the same breach or another breach of this lease by Tenant occurring after the month to which such monthly installment of rent was applicable, or (b) the continuation of the same variance or another lease violation by Tenant occurring after the month during which Owner accepted such variance. Acceptance by Owner of partial payment of past-due rent shall not constitute any waiver of any right of Owner to terminate this lease for breach of its provisions by Tenant, and acceptance of unpaid rent after expiration of a termination notice shall not constitute a waiver of the termination.

21...that Tenant shall notify resident manager or rental office of any intentions to be absent from the premises for more than two consecutive weeks, with the exception of semester break.

22...to accept the obligation to properly maintain and clean premises as contained in the Virginia Landlord-Tenant Act, Paragraph 55-248.16, copies of which are available in the rental office, receipt of which is hereby acknowledged. Any material default of the above obligations may be deemed as a breach of this agreement. Habitually and/or flagrantly dirty apartments may be required to subscribe to a professional cleaning service or have premises regularly cleaned by Owner for additional rent. Two warnings of sanitation violations are usually given before professional cleaning is mandated. The cost of removing cigarette butts or other trash left in halls or about grounds by Tenant or his/her visitors will be assessed against Tenant as additional rent.

23...that the following rules and regulations shall be a part of this lease, and that Owner may deem Tenant to be in breach of this lease and in default if these rules are violated by Tenant or others on the property with the consent of or because of Tenant. Owner reserves the right to rescind or modify any of these rules that in its best judgment may from time to time be needed. When new Rules and Regulations are made and reasonable notice given to Tenant in writing, they shall have the same force and effect as if originally made a part of this lease.

**RULES AND REGULATIONS REFERRED TO AND MADE PART OF THIS LEASE:**

*It is the policy of Shamrock Corp. to maintain an atmosphere conducive to study, and to that end the following paragraph is to establish an acceptable standard of sound which the majority of our tenants considers reasonable but somewhat stronger than that permitted by the more liberal local noise ordinance:*

1. Use and occupancy of the property by Tenant shall be consistent with the rights, privileges, and welfare of all other tenants. The conduct of Tenant, his family and guests, shall never be unreasonable disorderly, boisterous or unlawful; and shall not disturb the rights, comforts, or conveniences of other persons in the apartment complex. Tenant is expected to conduct all activities at a sound level no greater than that of normal conversation, and for the purposes of this lease a room will be considered noisy if the sound generated within can be clearly heard outside the apartment unit or if the lowest decibel reading which can be measured in said room is greater than 55 Db. This will usually preclude the playing of musical instruments. Stereo speakers and other sound generating devices shall not be located directly on a wall, floor, or ceiling which adjoins another apartment. A gathering of five to fourteen people on or about the property will be considered a noise violation unless observation proves otherwise. A gathering of 15 or more people is grounds for immediate eviction proceedings.
2. Incidents of noisy, offensive, or dangerous conduct by Tenant, guest or others on premises because of Tenant, or failure of Tenant to observe the rights, privileges, and welfare of all other tenants shall, at the option of Owner, be deemed a default by Tenant and a breach of this lease for which Owner shall have all of the rights described in paragraphs 16-A and 16-B of this lease. Two warnings of noise violation are usually given before eviction proceedings are initiated. If Shamrock Corp. staff are summoned to validate a noise complaint, the charges to any violator of this provision will be \$10.00 during office hours, \$20.00 after hours until 11:00 p.m., and \$40.00 after 11:00 p.m.
2. The sidewalks, halls, fire escapes and stairways shall not be obstructed or used for any purpose other than access to and from apartments. Tenant will not allow any garbage bag, sled, hibachi, toys, furniture, clothing, or other such articles to be in any hall, stairway, or at other exterior locations on premises.
3. No Tenant shall do or permit guests or others on or about the property with the consent of Tenant to do anything to the building which will increase fire risk. Flammable liquids and gasses shall not be stored on the premises. Mo-peds and other gasoline operated devices may not be stored in halls or apartments. Kerosene heaters, hibachis and other grills or cookers are prohibited.
4. Owner reserves the right to control the method, manner and time of parking spaces and to control and limit the entry upon the premises by agents, furniture movers, delivery and salespersons. Parking spaces are not reserved for individual apartments. Tenant agrees not to do any car repairing at or about the premises. Inoperable vehicles may be towed at expense of Tenant after ten (10) days notice. Vehicles without current Shamrock Corporation parking permits or guest passes and those illegally or improperly parked on the premises may be towed without notice at expense of vehicle owner. Overnight parking of commercial vehicles and motorcycles larger than 50cc is not permitted. Bicycles shall not be parked in halls or stairways.
5. Nothing shall be placed on the outside of the building, including windows, window sills or projections and no signs or flags of any kind shall be placed on any part of the building, in windows, or on doors of any apartment.
6. **NO ANIMALS** shall be kept in the apartment. This is a material requirement of this lease and a breach of this rule is a substantial breach and serious violation of this lease. Violators will have 10 days to remove animals before eviction proceedings are instituted.
7. Woodwork, floors, walls, ceilings, and especially doors must not be marred or defaced. A reasonable number of nail, tack and screw holes no greater than 1/8 inch diameter are permitted **only in walls** for the purpose of hanging pictures and decorations. Use of foam-backed tape, gum or other adhesive materials is strictly prohibited. Tenant agrees to repair all glass, screens, walls, floors and woodwork damaged during Tenant's term of possession to the satisfaction of Owner.
8. Wood floors are to be at least 80% covered by carpeting with the exception of closets. Wall to wall carpeting to be vacuumed regularly and shampooed at least once a year, including last year of tenancy.
9. No alterations, additions or improvements shall be made in the unit without the written consent of Owner, and when so made shall become the property of Owner.
10. Children shall not play in public halls, stairways, and parking lots or on walkways.
11. Laundry equipment shall be used in the manner and at such times as the Resident Manager may direct. Tenants may not hang laundry on balconies or on the exterior of the premises or elsewhere on the grounds. Tenants are NOT permitted to install their own laundry washers.
12. Tenants locked out of their apartments will be let in only during normal business hours upon presentation of good identification for a charge of \$50. A locksmith can be called at tenant expense after hours.
13. Windows may only be covered by drapes, blinds, shades or curtains, not sheets, bedspreads or similar articles. Food and beverage containers and radios may not be left in window sills.
14. Bathroom and plumbing fixtures shall not be used for any purposes other than those for which they were designed. Tub drain strainers or pop-up stoppers are not to be removed except for cleaning. Food shall not be washed down drain unless a garbage disposer is being used. Pouring cooking grease and oil down drains is prohibited regardless of whether garbage disposer is in use or not. The expense of any breakage or stoppage and any damage resulting from violation of this rule shall be borne by Tenant.
15. Dwelling unit is to be maintained in a clean and safe condition with trash and garbage removed no less than weekly in a clean manner to containers provided by Owner. No less than 20% of floor area is to remain unobstructed and uncluttered to provide unhindered access to all parts of apartment. If maintenance, emergency, or other authorized personnel need to clear a path to perform their duties, a fee of \$10.00 additional rent will be charged for each occurrence. Do not place tires, furniture, mattresses, or trash of non-tenants in trash containers.
16. Tenant shall not place in the apartment any pianos or water-filled furniture without written permission of Owner.
17. Tenant, his family, visitors, employees or agents shall not at any time enter upon any roof of the building or use windows for access or egress unless required to do so in an emergency.
18. Any aerials or satellite dishes are PROHIBITED and are liable to removal without notice at Tenant expense.
19. A temperature of no less than 55 degrees Fahrenheit must be maintained in all rooms at all times. Tenant is responsible for operating heating and cooling units at a reasonable temperature to prevent mold. Additional information regarding mold control is available in the office.
20. Smoking is prohibited inside apartments, all common areas, including stairways, hallways, laundry rooms and sidewalks.
21. If Tenant has separate, prior written permission for pets on premises, they must be leashed or caged when outside of Tenant apartment but while still on Owner's properties. Tenants agree to clean up after their pet and to dispose of their pet's waste properly.

## SECTION D

### SUBLEASE:

Tenant shall not sublet all or any part of the premises without Owner's prior written consent. Short term rentals such as Airbnb are strictly prohibited. If Tenant wishes to sublease all or part of the dwelling covered by this agreement it is the responsibility of Tenant to find a sub lessee. All parties to this lease must approve of the terms of any sublease by signing the sublease agreement or by submitting their approval in writing. The policy of Owner is to rent only to applicants with excellent references. No exceptions may be made to occupancy limits in Section B, part 7. A sublease requires the original Tenant to be responsible for rent and other charges and damages if subtenant defaults in performance of any covenants or conditions of this agreement. A flyer describing the process is available from the office. See section B, part 4.

### REPOSSESSION:

Should Tenant abandon the premises Owner may choose not to surrender this lease and may attempt to relet the premises for any unexpired portion of the term and receive the rent therefore in mitigation of damages.

If all or a substantial part of the property shall be acquired for any public use by right of eminent domain, or private purchase in lieu of such right, by a public body vested with the power of eminent domain, the lease and all rights of Tenant under it shall immediately terminate, and the rent shall be adjusted as to the time of such acquisition, but Tenant shall have no claim against Owner for any value of the unexpired term nor shall Tenant be entitled to any part of the condemnation award or purchase price in lieu of such award.

In the event of damage to the property by fire, earthquake, or other casualty, Owner shall repair the same with reasonable dispatch after written notice of such damage by Tenant. If the property or any part of it is damaged to such extent that the enjoyment of the property is substantially impaired, Tenant may immediately vacate the property and notify Owner in writing within fourteen (14) days after such vacating of the intention of Tenant to terminate this lease, in which case this lease terminates as of the day of vacating. If, however, the damage to the property by fire or otherwise was caused by the deliberate or negligent act of Tenant, or the agents, servants, employees, visitors, or licensees of Tenant, no option to terminate by Tenant shall exist and Tenant shall be liable for the rent during the unexpired term of this lease, without abatement, unless Owner elects to terminate this lease, a right which Owner hereby reserves in such contingency.

### LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

A new federal outreach and education program requires that prior to signing new or renewal leases, tenants are to be provided with a HUD & EPA approved lead-based paint information pamphlet and a statement from Owner disclosing any knowledge it has regarding the presence of lead-based paint on the premises:

1. **LEAD HAZARD INFORMATION PAMPHLET:** Tenant, by signing on page 1, acknowledges receipt from Owner of information pamphlet required by federal law regarding lead poisoning.
2. **DISCLOSURE STATEMENT BY OWNER:** Owner, by signing on page 1, certifies that it has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## SECTION E

### TERMINATION OF LEASE

After termination of this lease, whether by expiration of the term or by termination by Owner upon breach by Tenant, the property shall be promptly vacated by Tenant, left in good and clean order, (at least as clean as was given, reasonable wear and tear excepted), and all items of personal property of Tenant shall be removed. Items not removed will be removed by owner and disposed of at expense of Tenant in 30 days if Tenant fails to respond to 10 day written notice of such disposal. If Tenant fails to so vacate the property, Owner may bring an action for possession and damages against Tenant, including reasonable legal expenses.

Checkout inspection will be made at the earliest convenience of the owner after Tenant (or subtenant) has paid rent in full, finished cleaning, turned in all keys, and has no further need for access to the apartment for any reason. Tenant is not required or expected to be present for inspection, but may do so if at least 24 hours notice is given to the office.

Responsibilities to be assumed by Tenant when vacating apartment:

1. Clean apartment thoroughly. Remove all personal property and debris.
2. Walls must be free of unnecessary dirt, fingerprints and holes. Grease must be cleaned from kitchen walls, floors, cabinets and fixtures, including range hoods. Holes over 1/8", bad marks or torn paint, whether from rough use or as the result of moving, will necessitate charges for patching and painting of entire wall involved. Please do not fill holes left by picture hooks, nails, tacks, etc...
3. Stove, burners, reflector pans, clean-out trays, oven racks must be well cleaned. Leave oven door open.
4. Refrigerator must be defrosted and cleaned after removal of all water, frost, and ice. Do not use any metal tools to remove frost. Leave refrigerator turned **ON** and **LEAVE DOOR CLOSED**.
5. All vinyl and tile floors and baseboards must be thoroughly scrubbed, soap residue removed, and wiped dry. If you wish to wax floors, **DO NOT** put wax on top of dirt. Carpeting, rugs, and wood floors must be thoroughly vacuumed. There will be a \$75.00 carpet shampoo charge for 1-bedroom apartments and \$85.00 for 2-bedroom.
6. Clean bathroom fixtures and walls (especially in shower area). Do not use abrasive cleaners on fiberglass.
7. Damage to premises caused during tenure of Tenant (including furniture, fixtures and appliances) must be repaired, or replaced if repair is not feasible.
8. Electricity to remain on until final inspection is completed or until 2:00 PM of day after lease expires, whichever occurs first. If electric service is suspended by Tenant for any period before end of lease, the office must be notified. Otherwise, a \$20.00 charge will be incurred plus the cost of any electricity used.
9. Return all keys (including mailbox keys), or be liable for the cost of the keys and the installation of new locks.

Failure to comply with any of the above items or to return the apartment in the same general condition as received, reasonable wear and tear excepted, will result in a charge to the Tenant's security deposit. Cleaning charges are based on a schedule which will be sent to Tenant 30 days before end of lease, and of which copies are available at the office. Security deposits will NOT be applied to rent, except at Owner's option on breach of lease only.

10. Submit forwarding addresses to the office for return of security deposit.

**THIS AGREEMENT constitutes the entire agreement among the parties, and it may not be modified or changed except by written instrument executed by Owner and Tenant. This Agreement shall be construed, interpreted and applied according to the law of Virginia, and it shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.**