

LEASE AGREEMENT

THIS LEASE AGREEMENT dated \_\_\_\_\_ (the Lease Date) is by and between THH II, L.L.C. (Landlord) t/a FOXHILL TOWNHOMES and \_\_\_\_\_ (Resident, whether one or more, and jointly and severally if more than one). In consideration of mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord agrees to lease to Resident the Premises defined herein located within the dwelling unit located at the following street address: \_\_\_\_\_.

Landlord and Resident further agree as follows:

1. SUMMARY OF SELECTED LEASE AGREEMENT TERMS (further described herein)

- A. The Unit Type is:
[ ] Four Bedroom Townhome - Furnished
[ ] Four Bedroom Townhome with Basement Storage - Furnished
B. This Lease Agreement is applicable to: [ ] Bedroom A [ ] Bedroom B [ ] Bedroom C [ ] Bedroom D. This designation is for administrative differential purposes only and is not intended to identify a specific physical bedroom as further described herein. Lease Agreements for different bedroom designations shall be considered separate Lease Agreements, each of which shall be fully and separately enforceable.
C. The Premises is leased [x] Furnished or [ ] Unfurnished (Furniture provided by Landlord does not include mattresses or box springs. Mattresses and box springs must be provided by Resident.)
D. Guarantor - This Lease Agreement requires Resident to provide an Irrevocable Guarantor Agreement? [ ] No [ ] Yes (IF YES, LANDLORD MAY DEEM THIS LEASE AGREEMENT INVALID AND UNENFORCEABLE IF AN IRREVOCABLE GUARANTOR AGREEMENT IS NOT PROPERLY EXECUTED AND RECEIVED BY LANDLORD WITHIN TEN (10) DAYS OF THE LEASE DATE.)
E. Lease Term - The Lease Term is for a period of 343 days beginning at 10:00 a.m. on August 24, 2016 and ending at 12:00 midnight on August 1, 2017.
F. Amount and Payment of Term Rent - The amount and payment of the term rent is as set forth in the Rent Installment Addendum. The Rent Installment Addendum shall be incorporated by reference herein and made a part of this Lease Agreement.
G. Acceptable Forms of Payment - Except as described herein, payment must be made either electronically using Landlord’s website located at www.umicommunities.com or by check, money order, cashier’s check, certified check, or other method acceptable to Landlord upon written advance notice to Resident. NO CASH WILL BE ACCEPTED BY LANDLORD. NO PAYMENTS WILL BE ACCEPTED BY TELEPHONE. Certain electronic payments may require payment of a convenience fee. Certain electronic payments and checks may be processed as an electronic funds transfer or bank draft and as such may clear as payment to either “University Management, Inc.” or “DMI Corporation”.
H. Late Fee - If Landlord does not RECEIVE the total monthly installment, and/or any other amount due Landlord set forth in this Lease Agreement, on or before 5:00 p.m. on the twentieth (20th) day of each month during the Lease Term, or within five (5) days of Resident’s receipt of written notice from Landlord if the Lease Term has expired, a late fee of ten percent (10.0%) of the total outstanding balance then due and owing will be charged and immediately payable to Landlord.
I. Payments Denied for Insufficient Funds - A fee of Thirty-Five Dollars (\$35) will be charged for each returned check, in addition to the late fees specified herein. This fee shall also apply to any other payment denied for insufficient funds.
J. Amounts Due at the Lease Date - On the Lease Date, Resident shall pay to Landlord a Security Deposit of Two-Hundred and Fifty Dollars (\$250) and a Non-Refundable Redecorating Fee of One-Hundred Dollars (\$100), except as described herein.
K. Television and Internet Access - Landlord shall pay for access to basic television and internet services. Resident may enter into a separate agreement with the provider to obtain upgrades and additional services, the cost of which shall be paid by Resident.
L. Utilities - Landlord shall initiate and pay for water, sewer, and trash collection services. Landlord shall initiate and pay for electrical services up to a monthly amount further described herein, with the remainder paid by Resident and any Co-Residents. Resident shall procure and pay for all other utilities.

2. RENT

- A. Payment - Rent is as set forth in the Rent Installment Addendum and as further described herein. Rent shall be paid in advance, without offset, deduction, or demand either electronically using Landlord’s website located at www.umicommunities.com, at Landlord’s rental office located at 1627 Devon Lane, Harrisonburg, Virginia 22801, or at such other place or in such other manner as Landlord may designate by advance written notice. Except as described herein, payment must be made either electronically or by check, money order, cashier’s check, certified check, or other method acceptable to Landlord upon written advance notice to Resident. NO CASH WILL BE ACCEPTED BY LANDLORD. NO PAYMENTS WILL BE ACCEPTED BY TELEPHONE. Any payments made by check must include the unit number on the memo line of the check or an equivalent

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written designation. Payments received from and/or on behalf of Resident will be applied to the oldest outstanding balance first. Landlord will apply payments received from and/or on behalf of Resident without respect to any memo or designation on, attached to, or accompanying any payment, whether written or oral, and as such Landlord is not obligated to recognize any such designation, with the exception of the unit number designation. By submitting an electronic ACH payment or by tendering a check to Landlord, Resident and/or any party submitting an electronic ACH payment or tendering a check on behalf of Resident thereby authorizes Landlord to make a one-time electronic funds transfer (EFT) or bank draft from the authorized bank account for the amount of the electronic ACH payment or check. As such, the bank account on which the electronic ACH payment or check is drawn may be debited immediately upon receipt of payment by Landlord and any canceled check so tendered may not be returned from the financial institution in its original form. Certain credit card transactions as well as EFT transactions and bank drafts may clear as payments to either "University Management, Inc." or "DMI Corporation".

- B. Due Date and Late Fee – If rent is paid in monthly installments, the first installment is due on or before the beginning of the Lease Term and the eleven subsequent installments are due by the fifteenth (15<sup>th</sup>) day of each month thereafter. Rent is considered late on the sixteenth (16<sup>th</sup>) day of each month. If Landlord does not RECEIVE the total monthly installment, and/or any other amount due Landlord set forth in this Lease Agreement, on or before 5:00 p.m. on the twentieth (20<sup>th</sup>) day of each month during the Lease Term, or within five (5) days of Resident’s receipt of written notice from Landlord if the Lease Term has expired, a late fee of ten percent (10.0%) of the total outstanding balance then due and owing will be charged and immediately payable to Landlord. Late fees will continue to accrue monthly at a rate of ten percent (10%) of the total outstanding balance, including late fees, until the total outstanding balance is paid in full. Landlord will not consider postmarks or any other third party designation as evidence of payment in determining the date or time of the RECEIPT of any payment. Payment is considered RECEIVED when submitted electronically using Landlord’s website, when presented to Landlord by the Unites States Postal Service or any other third party courier used by or on behalf of Resident, when presented to Landlord at Landlord’s rental office, when placed in Landlord’s rental drop box located at Landlord’s rental office, or when made in any other form acceptable to Landlord upon written advance notice to Resident. Acceptance of partial payments of any kind by Landlord does not constitute payment in full nor does it constitute waiver of any notices issued. Any payment received after legal action has begun will be accepted by Landlord with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted to recover delinquent rent and/or possession of the Premises.
  - C. Payments Denied for Insufficient Funds – A fee of Thirty-Five Dollars (\$35) will be charged for each returned check, in addition to any late fees. This fee shall also apply to any other payment denied for insufficient funds. In the event of a returned check, or any other payment denied for insufficient funds, Landlord shall have the right to require Resident to pay all delinquent rent and all future rent by money order, cashier’s check, or certified check upon written notice of such to Resident.
  - D. All other charges payable by Resident to Landlord pursuant to this Lease Agreement, other than the security deposit, are considered additional rent.
  - E. No Right Of Offset – All rent and other charges must be paid by Resident in accordance with this Lease Agreement specifically including but not limited to the first and last installment of rent due. No payments may be withheld by Resident on the grounds that the security deposit serves to offset Resident’s obligation to pay rent and any other charges described herein to Landlord. Resident shall not have the right to offset, withhold, or abate any payments due Landlord for any claim Resident may have or claim to have against Landlord.
  - F. Time is of the essence for payment of rent and all other charges described in this Lease Agreement.
3. **PREMISES** – The Premises is defined as a single bedroom in the dwelling unit located at the street address described herein plus an undivided joint use of common areas in that dwelling unit with other Co-Residents of the dwelling unit, if any. Common areas in the dwelling unit include, but are not limited to, the kitchen, living/dining room, and shared bathrooms. The specific bedroom occupied by Resident shall be determined by mutual agreement of Co-Residents. If Co-Residents cannot mutually agree, Landlord will assign bedrooms. **Resident must notify Landlord in writing of the specific bedroom selected within five (5) days of the beginning of the Lease Term. Resident must notify Landlord in writing if the bedroom selected changes any time during the Lease Term within five (5) days of any such change.** Immaterial variations in fixtures, appliances, flooring, furniture, and other characteristics may exist between the Premises and other like unit types owned by Landlord, including but not limited to the model unit Resident may have been shown.
4. **CO-RESIDENTS** – Co-Residents are defined as any other residents of the dwelling unit who have entered into a separate and valid Lease Agreement with Landlord for any period that coincides with any portion of the Lease Term. Resident is responsible for rent, other fees, any charges for damages, and all other obligations described in this Lease Agreement, related to Resident’s bedroom. Additionally, and except as specifically provided in any Pet Addendum made a part of this Lease Agreement and/or any Lease Agreement of any Co-Resident, Resident is also responsible for a pro-rata share of charges for any damages to common areas, all such charges divided equally among all Co-Residents of the dwelling unit, as well as a pro-rata share of all other obligations described in this Lease Agreement related to common areas, all such obligations divided equally among all Co-Residents of the dwelling unit. Landlord is not obligated to recognize any understanding or agreement that may exist between Co-Residents, including but not limited to the responsibility for any damages to common areas that may have been caused by one Co-Resident as opposed to another.

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- A. Right To Lease Other Bedrooms - Landlord reserves the right to lease other bedrooms in the dwelling unit without the consent of Resident. Landlord reserves the right to allow one or more Co-Residents to sublet any shared portion of the Premises without the consent of Resident.
  - B. Limitation of Liability – Landlord shall not be responsible for mediating any disagreements between Resident and any Co-Residents. Resident agrees to hold Landlord harmless for any damages suffered by Resident caused by any act or failure to act of any Co-Resident or any guest or visitor of any Co-Resident.
5. **LEASE TERM** – The Lease Term shall be as described in Section 1. Resident shall not occupy the Premises until the Lease Term begins. Resident shall not place any property in the Premises prior to the beginning of the Lease Term. If Resident places any property in the Premises prior to the beginning of the Lease Term, Resident shall immediately remove such property upon notice from Landlord and shall additionally be assessed a fine of a minimum of Fifty Dollars (\$50) payable to Landlord.
- A. No Automatic Renewal - Upon expiration of the Lease Term, this Lease Agreement shall not automatically renew, nor shall it convert to a month-to-month basis, or any other extended form of this Lease Agreement, except as provided herein. If Resident wishes to continue to occupy the Premises after the expiration of the Lease Term, Resident must enter into a separate Lease Agreement with Landlord for a succeeding period. This Lease Agreement shall not guaranty Resident the right to lease the Premises for any period succeeding the Lease Term, therefore Resident is encouraged to notify Landlord as soon as possible of any desire to enter into a Lease Agreement for the Premises for any period subsequent to the Lease Term. Landlord reserves the right to lease the Premises to another party for a period succeeding the Lease Term any time prior to receipt of notice of any such desire and execution of a Lease Agreement for any succeeding term.
  - B. Extension of Lease Term - If Resident enters into a Lease Agreement with Landlord for the Premises, the term of which begins no more than thirty (30) days after the end of the Lease Term of this Lease Agreement, then the Lease Term of this Lease Agreement shall extend until the beginning of the Lease Term of the subsequent Lease Agreement and all terms and conditions of this Lease Agreement shall extend accordingly.
6. **SECURITY DEPOSIT** – During the period beginning with the Lease Date and ending on the last day of the Lease Term, Resident shall deposit the sum specified in Section 1 with Landlord as a security deposit, to secure complete and faithful compliance by Resident with all terms and conditions of this Lease Agreement, and of all other obligations imposed upon Resident by applicable laws. If Landlord in any way transfers its interest in the Premises, the security deposit may be transferred concurrently to transferee and as such Landlord is thereafter released from all liability for the return of the security deposit to Resident.
7. **RETURN OF SECURITY DEPOSIT** – Within forty-five (45) days of the termination of this Lease Agreement, either by the expiration of the term of this Lease Agreement or by the termination by Landlord for Resident’s default, and upon complete vacation of the Premises by Resident (i.e. delivery of possession of the Premises to Landlord), the security deposit will be returned to Resident, pursuant to the following:
- A. Landlord may apply the security deposit and any accrued interest, if applicable, to the payment of unpaid rent and/or any other charges set forth in this Lease Agreement.
  - B. Landlord will provide to Resident a written statement explaining the disposition of the security deposit, including any deductions made by Landlord.
  - C. Forwarding Address – Resident must provide Landlord with written notice of a forwarding address for the return of the security deposit. If Resident does not provide a forwarding address, Landlord will return the security deposit, if applicable, to the last known address of Resident.
  - D. Move-out Inspection – Landlord will make a reasonable effort to advise Resident of Resident’s right to be present at Landlord’s inspection of the Premises for the purpose of determining the amount of the security deposit to be returned. If Resident desires to be present when Landlord makes the inspection, Resident shall so advise Landlord in writing. In turn, Landlord will notify Resident of the time and date of the inspection, which will be made within seventy-two (72) hours prior to delivery of possession, and will be subject to Landlord’s reasonable availability during Landlord’s normal working hours. If Resident does not advise Landlord of their desire to be present during the inspection, Landlord will inspect the Premises without Resident being present.
8. **NON-REFUNDABLE REDECORATING FEE** – Except as described herein, Resident shall pay Landlord a non-refundable redecorating fee as specified in Section 1 to compensate Landlord for Landlord’s cost to steam clean carpets, perform minor touch-up painting, and perform minor touch-up cleaning, after Resident has vacated the Premises, necessitated by Resident’s NORMAL WEAR AND TEAR to the Premises. In addition to other damages, excessive damages to walls that necessitate more than minor touch-up painting, all stains and damages to carpeting, other excessive dirt and stains that necessitate more than minor touch-up cleaning, cigarette burns, and holes in walls are specifically considered in excess of normal wear and tear, and as such Resident shall be responsible for the costs to Landlord to paint, clean, or otherwise repair or replace such items, in addition to the non-refundable redecorating fee. Resident shall not be required to pay Landlord a non-refundable redecorating fee in the event Resident previously entered into a Lease Agreement for the same Premises described herein, the term of which immediately preceded the term of this Lease Agreement, and for which Resident has properly paid to Landlord. **In the event Resident enters into a Lease Agreement with Landlord or any of its affiliates, the term of which follows the expiration of this Lease Agreement, for any Premises other than the same Premises described herein, Resident shall not be entitled**

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**to transfer the non-refundable redecorating fee to satisfy the requirements of the subsequent Lease Agreement, and as such shall be required to pay an additional non-refundable redecorating fee pursuant to the terms of the subsequent Lease Agreement.**

**9. MOVE-IN INSPECTION** – Immediately upon occupancy, Resident shall test all smoke detectors and immediately report any damages, missing, or malfunctioning smoke detectors to Landlord. Within five (5) days after occupancy, Resident shall submit to Landlord an itemized list of any other reasonably apparent damages to the Premises present at the time occupancy began, including but not limited to any evidence of moisture accumulation, mold, or mildew. This list shall be submitted in writing using the form available from Landlord. Resident shall be responsible for any reasonably apparent damages to the Premises not reported to Landlord as such. Landlord shall have five (5) days from receipt of the move-in inspection form to submit to Resident any written objection. Resident shall report to Landlord the bedroom occupied by Resident in conjunction with the submission of the move-in inspection form.

A. **Renewing Co-Residents/Shared Common Areas of the Premises** – In the event one or more Co-Residents entered into a Lease Agreement for any part of the dwelling unit, the term of which immediately preceded the term of this Lease Agreement, Resident agrees to take possession of all of the shared common areas of the Premises “as is.” Specifically, Landlord will not clean, paint, steam clean carpets, or make any other repairs in the shared common areas of the Premises as a condition of this Lease Agreement. Resident shall report any damages, in excess of normal wear and tear, to shared common areas of the Premises within five (5) days after occupancy. If Resident reports any damages to shared common areas of the Premises within five (5) days after occupancy as part of the move-in inspection, as described herein, Resident shall not be financially responsible for the cost to Landlord to repair, replace, or otherwise return the shared common areas of the Premises to its original condition necessitated by such damages. In the event Resident fails to report any such damages to shared common areas of the Premises to Landlord, Resident, along with any Co-Residents, shall be responsible for the cost to Landlord to repair, replace, or otherwise return the shared common areas of the Premises to its original condition necessitated by such damages.

**10. PURPOSE, USE, AND OCCUPANCY** – Resident shall occupy the Premises as a private, residential dwelling. The Premises shall not be occupied for any other purpose, specifically including but not limited to any business purpose. **Only those individuals who have signed this Lease Agreement as Resident, those individuals who have received written permission from Landlord to occupy the Premises, and those individuals that are minor children of any individual who has signed this Lease Agreement as Resident may occupy the Premises. Occupancy is defined as either four (4) days or more consecutively or four (4) days or more in any single month.**

**11. CONDUCT** – Resident shall not engage in any conduct in the Premises, property common areas, amenities, or any other property owned by Landlord or its affiliates that is illegal, negligent, unsafe, careless, reckless, disorderly, boisterous, or in any way compromises the peaceful enjoyment of any property by others or interferes with the rights, safety, comforts, or conveniences of others, the property of others, the Premises, the amenities, and/or any property owned by Landlord or its affiliates. **Resident is furthermore responsible for the conduct of Resident’s family, guests (whether known by Resident or not), and visitors, and as such shall cause same to refrain from any such conduct.**

- A. **Noise** – Resident shall not generate any noise that violates any local ordinance or other applicable law. Resident shall not generate any noise that reasonably disrupts Co-Residents or residents of other dwelling units. Resident shall further be responsible for any such violations by Resident’s family, guests (whether known by Resident or not), and visitors, and as such shall cause same to refrain from any such activity. In addition to other remedies available to Landlord, any violation of this policy will result in a fine charged to Resident of Fifty dollars (\$50) for the first violation and One-Hundred Dollars (\$100) for any subsequent violation.
- B. **Weapons** – All federal, state, and local laws governing weapons shall apply. Resident shall not discharge, brandish, or use in a threatening manner any weapon, including but not limited to, any firearm or item resembling a firearm. Resident shall further be responsible for any violation of this policy by Resident’s family, guests (whether known by Resident or not), and visitors, and as such shall cause same to refrain from any such activity.
- C. **Attics** – Resident shall not enter into any attic area nor shall Resident place any property in any attic. The attics are NOT a part of the Premises.

**12. HAZARDOUS AND/OR FLAMMABLE MATERIALS** – Resident shall not possess, use, or demonstrate the intent to use hazardous and/or flammable materials in the Premises, property common areas, amenities, or any other property owned by Landlord or its affiliates in a manner that poses a threat to the health, safety, or well being of others, the property of others, and/or the Premises, property common areas, amenities, or any other property owned by Landlord or its affiliates. Resident shall have no open flames in any part of the Premises (including patios and porches), property common areas, amenities, or any other property owned by Landlord or its affiliates except for the barbecue grills provided by Landlord. Open flames shall include, but not be limited to, combustible candles of any kind.

**13. RULES AND REGULATIONS** – Resident shall abide by all existing rules and regulations of Landlord applicable to the Premises, property common areas, and amenities and any other reasonable rules and regulations subsequently adopted by Landlord that do not substantially modify this Lease Agreement and for which reasonable notification has been made to Resident. All rules and regulations shall apply to Resident and Resident’s family, guests (whether known by Resident or not), and visitors.

**14. MAXIMUM OCCUPANCY/MASS GATHERINGS – THE MAXIMUM OCCUPANCY OF THE DWELLING UNIT IS TWENTY-FIVE (25) INDIVIDUALS. EXCEEDING THE MAXIMUM OCCUPANCY OF TWENTY-FIVE (25) IS DANGEROUS AND MAY CAUSE STRUCTURAL DAMAGE, INJURY, OR DEATH. Gatherings of more than twenty-five (25) individuals are not permitted in the Premises. Gatherings of more than twenty-five (25) individuals are also not permitted in parking lots and other**

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property common areas unless sponsored by Landlord or approved in advance by Landlord in writing. In addition to other remedies available to Landlord, the following shall also apply to a violation of this policy:

**First Occurrence** – A written notice will be provided to Resident specifying the violation and assessing a fine of One-Hundred Dollars (\$100). Resident will also be responsible for any damages and trash that may result from such gathering.

**Second Occurrence** – A written notice will be provided to Resident specifying the violation and assessing a fine of Two-Hundred Dollars (\$200). Resident will also be responsible for any damages and trash that may result from such gathering.

**15. CARE OF PREMISES, FURNITURE PROVIDED BY LANDLORD, PROPERTY COMMON AREAS, AND AMENITIES**

- A. Interior of Premises – Resident shall use all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, as well as all other fixtures, appliances, and facilities in a safe and reasonable manner and for the purpose intended. Resident shall use all appliances, water heaters, and HVAC equipment consistent with the manufacturers’ operating instructions. Manufacturers’ operating instructions may be obtained from manufacturers’ websites or from Landlord upon request. Resident shall not make any alterations to the interior of the Premises. No major appliances may be used other than those supplied by Landlord. Resident shall not apply paint or wallpaper. Resident shall not place curtains or any other window covering in windows which are visible from the exterior. Resident shall not remove the blinds provided by Landlord. Resident shall not place signs, stickers, or other such items on or in windows. Resident shall not possess a waterbed in the Premises without written permission from Landlord and proof of adequate insurance coverage. Resident shall not possess a hot tub in the Premises. Resident shall close windows and doors during inclement weather so as to avoid moisture or other damage to the Premises. Resident shall not remove any fixture, including but not limited to doors, from its intended installation without the prior written consent of Landlord. Resident, Resident’s guests (whether known by Resident or not), and Resident’s visitors shall not cause any structural damage to the Premises, amenities, or any other structure owned by Landlord or its affiliates.
- B. Maintenance of Premises – Resident shall maintain the Premises in a clean and safe manner. Resident shall not allow the accumulation of garbage or other waste by promptly removing such in a safe manner and placing such in receptacles provided by Landlord.
- C. Mold and Mildew – Resident shall maintain appropriate climate control, keep the Premises clean, and take other reasonable measures to retard and prevent the accumulation of moisture and the growth of mold and mildew. Resident shall promptly remove visible moisture accumulation on windows, walls, and other surfaces. Resident shall not block or cover any part of the heating, ventilation, or air-conditioning system. Resident shall not employ any professional mold or mildew remediation contractor to treat the Premises without the written consent of Landlord. Resident shall promptly report to Landlord any evidence of water leaks or excessive moisture accumulation in the Premises, any evidence of mold or mildew, any failure or malfunction in the heating, ventilation, or air conditioning system, and any inoperable windows or exterior doors. Resident shall be responsible for any damages and/or personal injuries resulting from any violation of this policy.
- D. Insect Infestation - Resident shall take all reasonable measures to prevent bed bugs and other insect infestation. Resident shall not employ any professional exterminator to treat the Premises without the written consent of Landlord. Resident shall promptly report to Landlord any evidence of bed bugs or other insect infestation in the Premises. If Landlord confirms the presence of an insect infestation, Landlord reserves the right to require Resident to temporarily vacate the Premises and remove certain personal property in order to perform pest control services. Resident shall be responsible for any injuries or damages resulting from any violation of this policy.
- E. Smoking – Resident shall be responsible for the cost to Landlord to treat or remediate any effects of excessive smoking in the Premises, including but not limited to painting and treatment or replacement of carpets and/or furniture provided by Landlord. Resident shall not dispose of any cigarette butts on the grounds or in common areas except in receptacles that may be provided by Landlord. Resident shall be responsible to Landlord for the cost of removal of cigarette butts from the grounds or common areas so placed by Resident, Resident’s guests, and/or Resident’s visitors.
- F. Furniture Provided By Landlord – Resident shall use all furniture provided by Landlord in a safe and reasonable manner and for the purpose intended. Resident shall not make any alterations to the furniture provided by Landlord. **RESIDENT SHALL NOT REMOVE ANY FURNITURE PROVIDED BY LANDLORD FROM THE PREMISES WITHOUT PRIOR WRITTEN PERMISSION FROM LANDLORD.** With respect to furniture in the bedroom selected by Resident, Resident shall be solely liable to Landlord for the cost to Landlord to replace any missing furniture and the cost to Landlord to clean, deodorize, or repair any damaged furniture. With respect to furniture in the common areas of the Premises shared with any Co-Residents, Resident and all Co-Residents shall be liable to Landlord for a pro-rata share of the cost to Landlord to replace any missing furniture and the cost to Landlord to clean, deodorize, or repair and damaged furniture, all such costs divided equally among all Co-Residents.
- G. Smoke Detectors – Immediately upon occupancy, Resident shall test all smoke detectors and immediately report any damaged, missing, or malfunctioning smoke detectors to Landlord. Resident shall be responsible for reasonable care, maintenance, and periodic testing of smoke detectors. Any care, maintenance, and/or periodic testing that may be performed by Landlord is done so at Landlord’s sole voluntary discretion, and shall not in any way relieve Resident of its responsibility to perform the same. Resident

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shall contact Landlord immediately if a smoke detector is damaged or appears to malfunction. **RESIDENT, RESIDENT'S FAMILY, RESIDENT'S GUESTS, AND RESIDENT'S VISITORS SHALL NOT DAMAGE, DESTROY, DISABLE, REMOVE OR OTHERWISE CAUSE TO MALFUNCTION ANY SMOKE DETECTOR. RESIDENT ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES OR DAMAGES THAT MAY RESULT FROM ANY SUCH ACTION.** In addition to other remedies available to Landlord, Landlord shall assess a fine of One-Hundred Dollars (\$100) payable by Resident to Landlord for any smoke detector damaged, missing, destroyed, disabled, removed, or otherwise caused to malfunction by Resident or Resident's guests.

- H. **BARBECUE GRILLS - RESIDENT SHALL NOT POSSESS, STORE, OR USE A BARBECUE GRILL IN THE PREMISES, ON PATIOS OR PORCHES, OR ON OTHER PROPERTY COMMON AREAS OTHER THAN THOSE PROVIDED BY LANDLORD OR ITS AFFILIATES.** Landlord reserves the right to remove barbecue grills, after written notice to Resident, and dispose of them, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident. In addition to other remedies available to Landlord, a fine of Twenty-Five Dollars (\$25) will be charged to Resident if Landlord observes a barbecue grill, whether in use or not.
- I. Patios and Porches – Resident shall keep patios and porches neat and free of clutter (as determined by the sole discretion of Landlord). Resident shall not place any property, including trash or debris, on patios or porches with the exception of outdoor-type furniture and plants. Landlord reserves the right to remove such property, after written notice to Resident, and dispose of it, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident. In addition to other remedies available to Landlord, a fine of Twenty-Five Dollars (\$25) will be charged to Resident for any violation of this policy. In addition to other remedies available to Landlord, a fine of Twenty-Five Dollars (\$25) will be charged to Resident for any violation of this policy.
- J. Parking Lots and Other Property Common Areas, Amenities, and Building Exteriors – Resident shall not damage, alter, or remove any parking lot or other property common area, amenity, or exterior of any building or structure owned by Landlord or its affiliates including but not limited to exterior lighting, fire hydrants, street signs, and landscaping. Parking lots are to be used for parking motor vehicles only. No other items, including but not limited to moving and storage containers, shall be placed in any part of the parking lot without the written consent of Landlord. Resident shall not conduct vehicle maintenance, including repairing or washing vehicles, in parking lots or any other property common area. Resident shall not place any property, including trash or debris, in parking lots or other property common areas. Landlord reserves the right to remove and dispose of any trash, or property that has clearly been abandoned, without notice to Resident and without foregoing any applicable charge to Resident. Landlord further reserves the right to remove any other such property, after written notice to Resident, and dispose of it, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident. Resident shall not post any flyers or other notices without written permission from Landlord. Resident shall use all amenities provided by Landlord and its affiliates in a safe and reasonable manner. Resident shall be responsible for any damages to amenities provided by Landlord or its affiliates caused by Resident or Resident's guests. Resident shall not leave any property, including bicycles, on any sidewalk or other property common area, nor shall Resident lock or otherwise affix any such property to any fence, handrail, sign, pole, or other portion of the property common area, with the exception of bicycle racks provided by Landlord. Landlord reserves the right to remove such property, after written notice to Resident, and dispose of such, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident. Resident shall park motorcycles in parking spaces only. Motorcycles may not be placed on sidewalks or in any other property common area. In addition to other remedies available to Landlord, a minimum fine of Twenty-Five Dollars (\$25) will be charged to Resident for any violation of this policy.
- K. Satellite Dishes and Antennas – In order to secure a satellite dish or antenna, Resident shall not drill holes in any part of the Premises or the exterior of any structure nor shall Resident alter, deface, destroy, or otherwise damage the Premises or the exterior of any structure. **Resident shall not secure a satellite dish or antenna in such a way that it is visible from any portion of the exterior of the property.** Resident shall not allow a satellite dish or antenna to extend beyond any patio or window. Resident shall not affix any satellite dish or antenna to any portion of the Premises or the exterior of any building or structure, including but not limited to, any patio, post, railing, or roof structure. Resident shall not use a satellite dish or antenna in a manner that poses a risk of damaging any surrounding property in the event of a strong wind or other natural occurrence. Resident shall not use a satellite dish or antenna in a manner that poses an electrical hazard. No satellite dish may exceed twenty inches (20") in any single dimension. Landlord reserves the right to remove non-conforming satellite dishes and antennas, after written notice to Resident, and dispose of them, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident. In addition to other remedies available to Landlord, a fine of One-Hundred Dollars (\$100) will be charged to Resident for any violation of this policy.
- L. Failure by Resident to Care for Premises, Furniture Provided by Landlord, Property Common Areas, and Amenities – Resident shall be responsible for the cost, including reasonable administrative charges, to Landlord to repair, replace, or otherwise return to its original condition the Premises, furniture provided by Landlord, property common areas, amenities, and all other property owned by Landlord and its affiliates, attributable to Resident's failure to exercise proper care for such, and as further described

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herein. Resident shall likewise be responsible for any such cost attributable to Resident’s family, guests (whether known by Resident or not), and visitors.

- M. Vacation of Premises – Upon vacation of the Premises, Resident shall remove ALL PROPERTY, except the furniture provided by Landlord, including trash, debris, mattresses, box springs, and all other personal property, and leave the Premises in a clean condition and free of damages. Resident shall be responsible for the cost to Landlord to remove all trash, debris, and personal property left in the Premises upon vacation, at a minimum cost to Resident of Fifty Dollars (\$50) payable to Landlord. If any personal property is left in the Premises after the Lease Term has expired and delivery of possession to Landlord has occurred, Landlord shall consider such property abandoned and as such, Landlord shall have the right to dispose of the property after a twenty-four (24) hour period. This shall serve as notice of such to Resident and as such Resident agrees to hold Landlord harmless for any loss of property so abandoned by Resident.

**16. STOVETOP FIRESTOP FIRE SUPPRESSANT SYSTEM** – The StoveTop FireStop system is designed to automatically dispense a non-toxic, fire-suppressing powder directly onto the stovetop when a small stovetop fire is detected. The system is activated by the flames from a small stovetop fire. The system will also emit a “pop” to notify nearby individuals that the system has been activated. The system is not designed to detect, nor will it be activated by, the presence of smoke. THE SYSTEM IS NOT DESIGNED TO SUPPRESS LARGE FIRES ASSOCIATED WITH LARGE AMOUNTS OF COOKING OILS SUCH AS DEEP-FAT FRYING. Additional information, including a video demonstration, may be obtained on the manufacturer’s website at [www.stovetopfirestop.com](http://www.stovetopfirestop.com). Resident acknowledges that neither this system, nor any other device installed by Landlord such as smoke detectors, is a substitute for sound fire safety practices, which are the responsibility of Resident and Resident’s guests. RESIDENT AND RESIDENT’S GUESTS SHALL NOT DAMAGE, DESTROY, DISABLE, REMOVE, OR OTHERWISE CAUSE TO MALFUNCTION THE STOVETOP FIRESTOP SYSTEM. RESIDENT AND RESIDENT’S GUESTS SHALL NOT MOVE THE STOVETOP FIRESTOP SYSTEM FROM ITS INTENDED POSITIONING DIRECTLY ABOVE THE STOVETOP. RESIDENT ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES OR DAMAGES THAT MAY RESULT FROM ANY SUCH ACTION. In addition to other remedies available to Landlord, Landlord shall assess a fine of One-Hundred Dollars (\$100) payable by Resident to Landlord for any StoveTop FireStop damaged, destroyed, disabled, removed, repositioned, or otherwise caused to malfunction by Resident or Resident’s guests. Resident acknowledges that installation of the StoveTop FireStop system does not guaranty any or all stovetop fires will be fully extinguished by the system, nor does Landlord warrant any such guaranty. Resident shall keep the StoveTop FireStop system free of any accumulation of grease or other substances which may interfere with the operation of the system. Resident shall contact Landlord immediately if the StoveTop FireStop system is damaged or appears to malfunction. In addition to contacting the fire department, if applicable, Resident shall promptly contact Landlord if the StoveTop FireStop system activates.

**17. LOCKS AND KEYS** – Resident shall not alter, modify, install, or replace interior or exterior locks without written consent from Landlord. If Landlord provides written consent, Resident shall provide Landlord with a duplicate key and shall return the Premises to its original condition prior to the end of the Lease Term. Alteration, modification, installation, or replacement of interior or exterior locks without written consent from Landlord is considered a material breach of this Lease Agreement. All keys issued to Resident must be returned to Landlord by the end of the Lease Term. If Resident is locked out of the Premises, Landlord will admit Resident, after proper identification has been provided, as follows: 1. During office hours – no charge, 2. Outside office hours – a fee of Thirty Dollars (\$30) will be payable to Landlord.

**18. DAMAGES TO PREMISES, PROPERTY COMMON AREA, AND AMENITIES**

- A. Reporting to Landlord – Resident shall promptly inform Landlord of any defects, malfunctions, or damages to the Premises or any appliance, fixture, or furniture provided by Landlord contained therein, whether caused by Resident or not.
- B. After Hours Emergency Maintenance – Landlord reserves the right to forego or limit immediate, after-hours response to requests for maintenance based on the type and severity of the situation, as determined by Landlord. In any such event the request may instead be addressed as soon as practical during normal working hours.
- C. Damages Caused by Resident - Resident shall be responsible for the cost, including reasonable labor and administrative charges, to Landlord to repair, replace, or otherwise return to its original condition the Premises, furniture provided by Landlord, property common areas, amenities, and all other property owned by Landlord and its affiliates related to damages caused by Resident and/or Resident’s family, guests (whether known by Resident or not), and visitors, and not otherwise caused by normal wear and tear as further described herein. Resident shall pay to Landlord charges for any such costs, which shall be due as rent, by the sooner of the due date of the next scheduled installment of rent as specified herein or five (5) days; or within five (5) days of receipt of written notice from Landlord if the Lease Term has expired. Resident shall not repair or replace any portion of the Premises, property common areas, or amenities without the written consent of Landlord. All repairs, replacements, and other maintenance shall be performed either by Landlord or by an individual, contractor, or other party approved by Landlord in writing, except as specifically provided herein.

**19. RIGHT OF ENTRY** – Landlord shall have the right to enter the Premises, without notification to Resident, in the case of an emergency. Landlord shall have the right to enter the Premises, after due notice to Resident, to make necessary repairs, alterations, or improvements; perform routine maintenance; inspect the Premises; allow third parties to perform necessary maintenance; allow third parties to inspect the Premises; or perform any other reasonable task as Landlord may deem necessary. Landlord reserves the right to immediately hold Resident

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responsible for any damages or other violations of this Lease Agreement observed while in the Premises, regardless of the original reason for entering the Premises.

- 20. **RENTERS INSURANCE** – Landlord is not responsible for the loss, destruction, damage, or theft of Resident’s personal property except when caused by Landlord’s negligence and/or willful act. Landlord’s insurance policy does not cover damage to Resident’s personal property. Resident is required to obtain renters insurance naming Landlord and its affiliates as additional insureds with a minimum liability limit of \$100,000, and provide written proof of such to Landlord prior to the beginning of the Lease Term.
- 21. **PETS** – Approved pets are allowed in the Premises and property common areas subject to the terms of the Pet Addendum. **RESIDENT SHALL NOT ALLOW ANY UNAPPROVED PET OF ANY KIND FOR ANY LENGTH OF TIME IN THE PREMISES, AMENITIES, OR PROPERTY COMMON AREAS.** Resident shall not allow family members, guests (whether known by Resident or not), or visitors to bring unapproved pets in the Premises, amenities, or property common areas. Service animals shall not meet the definition of pets as described herein. Resident shall be liable to Landlord for any damages, including but not limited to cleaning and flea extermination, caused by unapproved pets allowed in the Premises, amenities, and/or property common areas. In addition to other remedies available to Landlord, any violation of this policy will result in a fine charged to Resident of One-Hundred Dollars (\$100) for the first occurrence and Two-Hundred Dollars (\$200) for any subsequent occurrence. Fish kept in an aquarium of thirty (30) gallons or less do not require the approval of Landlord. Resident must notify Landlord in writing of any aquarium to be kept in the Premises so that a GFI receptacle may be installed before the aquarium is installed.
- 22. **SERVICE ANIMALS** - Service animals are defined as those used to assist handicapped persons as defined by the Virginia Fair Housing Law and any other applicable laws. Resident shall not maintain service animals in the Premises or property common areas until valid documentation from a qualified healthcare professional demonstrating a legitimate need for such is provided to Landlord and Landlord provides Resident its written consent. Resident and Landlord must execute a Service Animal Addendum, which shall be incorporated into this Lease Agreement by reference therein. Resident shall be liable to Landlord for any damages, including but not limited to cleaning and flea extermination, caused by service animals allowed in the Premises or property common areas. In addition to other remedies available to Landlord, any violation of this policy will result in a fine charged to Resident of One-Hundred Dollars (\$100) for the first occurrence and Two-Hundred Dollars (\$200) for any subsequent occurrence.
- 23. **INTERNET ACCESS AND CABLE TELEVISION** – Landlord has procured certain access to basic internet and cable television services in bulk from an unrelated third party provider, Access Media 3, and will make these services available to Resident at Landlord’s cost. Resident may enter into a separate agreement with the provider to obtain upgrades and additional services, the cost of which shall be paid by Resident. Landlord is not the primary provider of these services and as such is not responsible for providing related maintenance or other technical support. Resident shall contact the provider of these services for all related maintenance and technical support. Resident agrees to release Landlord from any liability related to damages Resident may suffer from any outages, slow or intermittent service, or computer viruses attributable to internet and cable television services made available by Landlord.
- 24. **UTILITIES**
  - A. Electricity – Landlord shall initiate and maintain electrical service to the Premises. The monthly cost of the electrical service for the townhome shall be borne by Landlord up to an amount equal to a total of Thirty Dollars (\$30) multiplied by the number of Co-Residents who have taken possession of the townhome. Resident and all Co-Residents shall bear the monthly cost of any excess, such excess divided equally among all Co-Residents who have taken possession of the townhome. Any excess shall be the responsibility of all Co-Residents who have taken possession of the townhome, whether or not any or all continue to physically occupy the townhome. Resident shall be individually responsible for ONLY the pro-rata share of any excess so allocated to Resident.
  - B. Water and Sewer – Landlord shall initiate and maintain water and sewer service to the Premises. The cost of water and sewer services shall be borne by Landlord.
  - C. Trash Collection – Landlord shall initiate and maintain trash collection service to the Property. The cost of trash collection services shall be borne by Landlord.
  - D. All Other Utilities – Resident shall procure and pay for all utility services not specifically described herein.
  - E. Third Party Utility Billing Service – Landlord may, at its sole discretion, utilize a third party utility billing service to administer billing for the cost of electrical services to the Premises. In the event Landlord elects to utilize such a service Resident shall be required to adhere to the terms of the third party billing service. Resident shall be required to enroll with the third party billing service. Resident shall also be required to pay monthly service fees of Four Dollars (\$4) imposed by the third party billing service. The monthly service fees are subject to change upon Thirty (30) days written notice to Resident.
- 25. **VEHICLE OPERATION AND PARKING** – Resident shall obey all property parking designations, posted speed limits, and other traffic signs. Resident shall abide by Landlord’s Parking Policy and other applicable rules and regulations. Resident shall not operate a vehicle on the property in a reckless manner that poses a threat to the safety of others or their property. Operation of a vehicle in such a manner shall be considered a material breach of this Lease Agreement. Resident shall obtain a parking sticker from Landlord in order to park in designated areas. A parking sticker shall entitle Resident to park in one NON-VISITOR space. **A NEW PARKING STICKER MUST BE OBTAINED FROM LANDLORD FOR EACH LEASE TERM. AS SUCH, IF RESIDENT HAS PREVIOUSLY ENTERED INTO A LEASE AGREEMENT WITH LANDLORD OR ITS AFFILIATES FOR ANY PERIOD PRECEDING THE TERM OF THIS**

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**LEASE AGREEMENT, RESIDENT MUST OBTAIN A NEW PARKING STICKER FROM LANDLORD FOR THE TERM OF THIS LEASE AGREEMENT.** Resident shall not duplicate parking stickers. No vehicle may be parked in more than one space at a time. **VEHICLES DISPLAYING A VALID RESIDENT PARKING STICKER SHALL NOT PARK IN PARKING SPACES DESIGNATED FOR VISITORS. ANY VEHICLE DISPLAYING A VALID RESIDENT PARKING STICKER THAT IS PARKED IN A VISITOR SPACE WILL BE TOWED AT THE OWNER’S EXPENSE.** Resident shall not park in such a manner as to block or restrict the flow of traffic throughout the property. Resident shall not park on the grass or sidewalks, in fire lanes, along yellow curbs, or in front of dumpsters. Resident shall park motorcycles in parking spaces only. Motorcycles may not be placed on sidewalks or in any other property common area. Resident and/or Resident’s family, guests (whether known by Resident or not), and visitors shall not alter, remove, or create any property parking designations or traffic signs. Resident shall not park inoperable or unlicensed vehicles nor shall Resident abandon vehicles on property common areas. If Resident parks a motorcycle, Resident shall place something under the kickstand to prevent damage to the asphalt. Any violation of this policy pertaining to parking may result in towing of the vehicle. Vehicle towing is performed by an unaffiliated towing company from which Landlord receives no compensation. In addition to other remedies available to Landlord and possible towing, any violation of this policy will result in a fine of Twenty-Five Dollars (\$25) charged to Resident for the first violation and a fine of Fifty Dollars (\$50) for any subsequent violation. In the event a vehicle is towed, Resident shall be responsible for any towing charges; any damages, theft, or other loss to the vehicle or personal property contained therein; and any other damages resulting from violations of this policy.

**26. SUBLETTING AND ASSIGNING** – Resident shall not assign this Lease Agreement. Resident shall not sublet the Premises without the prior written consent of Landlord. In order to sublet the Premises Resident and Landlord must execute a Sublet Agreement, on the form provided by Landlord, and Resident must submit payment of a sublet fee of Fifty Dollars (\$50) to Landlord. Landlord reserves the right to allow one or more Co-Residents to sublet without the consent of Resident. Consent of Landlord to sublet the Premises does not release Resident from any obligation under this Lease Agreement. Landlord will not recognize any understanding Resident may have with any other individual(s) unless an acceptable Sublet Agreement has been signed by Landlord and Landlord has received the sublet fee. Upon written notice to Resident by Landlord of any violation of this policy, Resident shall promptly cure the violation and shall further pay to Landlord a fee of One-Hundred Dollars (\$100).

**27. COURTESY OFFICERS** – Landlord, at its sole discretion, may voluntarily elect to utilize Courtesy Officers at the property from time to time. Resident expressly understands and acknowledges that the sole purpose and intent of Courtesy Officers is to monitor adherence to the terms and conditions of the Lease Agreement and to otherwise monitor the property, solely for and on behalf of Landlord and its affiliates. Resident further expressly understands and acknowledges that Courtesy Officers are not to be considered law enforcement personnel, security guards, or emergency response personnel. It is also expressly understood and acknowledged that Landlord’s utilization of Courtesy Officers shall not constitute, nor shall it be construed as, a warranty or guaranty of the safety of Resident or any other individual, or their property; it being expressly understood and acknowledged that no such warranty or guaranty is being offered or implied and none is being accepted.

**28. NO AFFILIATION WITH JAMES MADISON UNIVERSITY** – Landlord and its affiliates are not affiliated with James Madison University, or any other college or university, and as such all terms and conditions of this Lease Agreement remain in effect whether or not Resident is enrolled in, employed by, or in any way affiliated with James Madison University or any other college or university; whether or not Resident receives, or ceases to receive, and athletic scholarship, and academic scholarship, a grant, financial aid, or any other form of recognition or assistance, financial or otherwise, from James Madison University, any other college or university, or any other source; and whether or not James Madison University, or any other college or university, suspends, delays, cancels, or otherwise discontinues operations for any reason.

**29. AMENITIES AND PROPERTY COMMON AREAS** – Resident shall have the right to the non-exclusive use of amenities and property common areas. Property common areas do not include detention ponds and other storm water maintenance facilities and as such Resident shall refrain from entering into any such areas. Landlord reserves the right to limit access to certain amenities to normal business hours or as otherwise deemed reasonable in its sole discretion. Landlord reserves the right to make certain amenities and property common areas unavailable for reasonable periods of time in order to perform routine maintenance. Landlord reserves the right to permanently remove, replace, or discontinue operation of any amenity or property common area, at its sole discretion and without notice to Resident. Resident’s use of any amenity shall constitute Resident’s affirmation that Resident is physically able to use any such amenity in a manner that does not reasonably pose a threat to Resident or others. Resident shall not use amenities while under the influence of medication, alcohol, or any other substance that may impair Resident’s ability to safely use the amenity. Landlord reserves the right to deny access to amenities if Resident damages any amenity, uses any amenity in an improper or unsafe manner, or is discourteous or disrespectful of others and their right to use the amenities. Resident agrees to hold Landlord harmless for any injuries sustained or loss or theft of property occurring as a result of the use of amenities and property common areas, except when caused by Landlord’s negligence and/or willful act.

**30. NOTICE** – All notices shall be given by standard mail, email, or hand delivery and in accordance with the Virginia Residential Landlord and Tenant Act. If Resident and/or any Guarantor wish to receive all notices in paper form, Resident shall notify Landlord in writing. Landlord may, at its sole discretion, utilize telephones, cellular telephones, text messaging, and social media as secondary forms of communication. Landlord may, at its sole discretion, notify Resident and/or any Guarantor from time to time that rent or other payments may be due. Such notification is made as a courtesy only and shall not be a requirement of Landlord. If Landlord elects not to notify

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Resident and/or any Guarantor that rent or other payments may be due, this shall not constitute a waiver of Landlord’s claim to rent due or any other rights of Landlord and as such Resident shall remain liable to Landlord for rent due as set forth in this Lease Agreement whether or not Landlord chooses to notify Resident or any Guarantor as such pursuant to and in accordance with applicable law.

- 31. FALSE OR MISLEADING INFORMATION PROVIDED BY RESIDENT AND/OR RESIDENT’S GUARANTOR (IF APPLICABLE)** – Resident affirms by signature herein that all information provided both electronically and physically by Resident to Landlord in this Lease Agreement and any other document made a part of this Lease Agreement is true to the best of Resident’s knowledge and that no information has been withheld by Resident from Landlord pertinent to Resident’s tenancy. If it is determined that Resident provided false or misleading information to Landlord or if Resident willfully withheld information pertinent to Resident’s tenancy from Landlord, Landlord may, at its sole discretion, terminate this Lease Agreement. If Resident is required to provide an Irrevocable Guarantor Agreement and it is determined that any Guarantor provided false or misleading information either electronically or physically to Landlord in any document made a part of this Lease Agreement or if any Guarantor withheld information from Landlord pertinent to Resident’s tenancy in any document made a part of this Lease Agreement, Landlord may, at its sole discretion, terminate this Lease Agreement.
- 32. LEGAL FEES** – Resident shall pay all legal fees incurred by Landlord in connection with Resident’s default of this Lease Agreement.
- 33. LIABILITY OF LANDLORD** – Landlord shall not be liable for any injury, damage to property, or any other losses sustained by Resident, Resident’s family, Resident’s guests (whether known by Resident or not), or any others unless such shall be the direct result of a deliberate or negligent act of Landlord.
- 34. ATTORNMENT** – Resident hereby agrees to recognize as its Landlord under this Lease Agreement and shall attorn to any person succeeding to the interest of Landlord in respect of the land or buildings on or in which the Premises is contained upon any conveyance or foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such conveyance or foreclosure in respect of such mortgage. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such mortgagee or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of this Lease Agreement made without the express written consent of such mortgagee.
- 35. SUBORDINATION** – This Lease Agreement is subordinate in all respects to any deed of trust, which is a lien on the Premises.
- 36. MANAGING AGENT** – Landlord reserves the right to employ a managing agent to serve as its authorized agent with full and complete authority to engage in any and all aspects of the operation of the property in which the Premises is located, and to serve in any and all capacities as Landlord with respect to this Lease Agreement. Unless notified otherwise, the managing agent for Landlord is: University Management, Inc., 2101 Parks Avenue, Suite 403, Virginia Beach, Virginia 23451.
- 37. COLLECTION AGENT** – Landlord reserves the right to employ a collection agent to collect any amounts due under this Lease Agreement. As evidenced by the signature(s) in this Lease Agreement and any attachments hereto, Resident and any Guarantors grant any collection agent employed by Landlord the right to contact them by any means available, including but not limited to cellular telephones.
- 38. DISCRIMINATION** – Landlord does not discriminate in providing housing and related services to Resident, or in any other capacity, on the basis of race, color, religion, national origin, sex, elderliness, familial status, or disability .
- 39. WAIVER** – If Landlord, at its discretion, waives any provision of this Lease Agreement, such waiver shall not constitute an ongoing waiver of any such provision, unless specifically stated by Landlord, nor shall it constitute a waiver of any other provision of this Lease Agreement.
- 40. SEVERABILITY** – If any provision of this Lease Agreement becomes invalid for any reason, such invalidity shall not affect any other provision of this Lease Agreement in any way and as such the remainder of this Lease Agreement shall remain in full force and effect.
- 41. BINDING AGREEMENT TO RESIDENT WITHOUT POSSESSION OF PREMISES** – Upon execution of this Lease Agreement, as evidenced by the signature(s) following, and subject to other terms described herein, this Lease Agreement shall become binding to Resident whether or not Resident takes possession of the Premises, and as such all terms of this Lease Agreement shall be enforceable. If Resident notifies Landlord of Resident’s intent not to occupy the Premises, Landlord shall make a reasonable effort to lease the Premises, however, this does not release Resident of any obligations set forth in this Lease Agreement until such time as Landlord is able to lease the Premises, if at all, beginning with the inception of the term of any such Lease Agreement. Resident acknowledges that Landlord operates in a market where many properties are pre-leased well in advance of the inception of similar lease terms and as such it is not uncommon for Landlord to experience significant difficulties when attempting to lease any such property once the Lease Term has begun.
- 42. APPLICABLE LAWS** – This Lease Agreement shall be governed by The Virginia Residential Landlord and Tenant Act and any other federal, state, or local laws pertaining to leased tenancy, fair housing, and privacy, or in any way applicable to this Lease Agreement. State laws shall be defined solely as those of the Commonwealth of Virginia, which shall govern this Lease Agreement.
- 43. OTHER DOCUMENTS AND SUBMISSIONS INCORPORATED HEREIN** – The following documents and submissions are incorporated by reference herein and made a part of this Lease Agreement:
  - A. Rent Installment Addendum
  - B. Rental Application (physical document and/or electronic submission), if applicable
  - C. Irrevocable Guarantor Agreement, if applicable
  - D. Resident Handbook
  - E. Foxhill Townhomes Lease Addendum “Repair and Replacement Cost”
  - F. Tanning Release of Liability

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- G. Service Animal Addendum, if applicable
- H. Pet Addendum, if applicable
- I. "As Is" Addendum, if applicable
- J. Sublet Agreement, if applicable
- K. Any other addendums that Landlord and Resident may execute from time to time in connection with this Lease Agreement

**44. GUARANTORS** – Resident must either meet the income requirements of Landlord or provide a properly executed Guarantor’s Agreement. In order to meet the income requirements, Resident must satisfactorily verify sufficient financial means, as determined by Landlord, and shall maintain sufficient financial means throughout the Lease Term. If Resident does not meet the income requirements of Landlord, all of Resident’s financial obligations under this Lease Agreement shall be unconditionally and irrevocably guaranteed by a qualifying Guarantor as evidenced by a properly executed Irrevocable Guarantor Agreement. If this Lease Agreement is modified, renewed, or extended, or if Resident holds over beyond the term of this Lease Agreement, the obligations of any Guarantor hereunder shall extend accordingly. **IF LANDLORD REQUIRES RESIDENT TO PROVIDE GUARANTOR(S), LANDLORD MAY DEEM THIS LEASE AGREEMENT INVALID AND UNENFORCEABLE IF ALL NECESSARY “GUARANTOR’S AGREEMENT”(S) ARE NOT PROPERLY EXECUTED AND RECEIVED BY LANDLORD WITHIN TEN (10) DAYS OF THE LEASE DATE.** A Guarantor shall not be considered a Resident as described herein and as such shall not be entitled to occupy the Premises, except as a qualifying guest of Resident as described herein, nor shall Guarantor be entitled to use of the amenities; parking (except in designated guest spaces); or issuance of keys without the written consent of Resident and ALL Co-Residents.

**45. PRIVACY STATEMENT** – Landlord, its members, its employees, and its affiliates are committed to keeping personal information provided by applicants, Residents, and Guarantors private and as such agree to adhere to the following policies:

- A. Landlord will take reasonable steps to retain information, stored both physically and electronically, in a secure manner to prevent access by unauthorized individuals.
- B. Landlord will not share, sell, trade, rent or otherwise disclose personal information to unrelated third parties except as described herein. In each case, Landlord will require the unrelated third party observe the intent of this privacy statement. Landlord will require the information be kept confidential and will prohibit use of the information for any purpose other than to carry out the service being provided to Landlord.
- C. Landlord may disclose information to the appropriate third party in any one or more of the following situations. The signature(s) herein shall serve as Resident’s consent to disclose information to the appropriate unrelated third party in any one or more of the following cases:
  - 1. Certain information may be provided to Airwave Networks Incorporated and/or its affiliates or successors, an independent provider of internet, telephone, and cable television services to the Premises, to assist Airwave Networks Incorporated and/or its affiliates or successors in administering and soliciting said services to Resident.
  - 2. Certain information may be provided to an unaffiliated utility billing service that may be utilized by Landlord as part of the administration and possible billing of certain utility costs.
  - 3. Certain information may be provided to legal counsel, credit agencies, courts, and/or collection bureaus in order to enforce the Lease Agreement including, but not limited to, collection of delinquent rent.
  - 4. Certain information may be provided to current and/or potential creditors that hold a lien or seek to hold a lien on the Premises as required by a mortgage or other loan document.
  - 5. Certain information may be provided to third parties seeking to serve as managing agent, to purchase the Premises, or to acquire all or part of the entity in which the Premises is held.
  - 6. Certain information may be provided to unrelated third parties in response to a court order, subpoena, or government investigation. Certain information may be provided to law enforcement agencies when Landlord believes providing such information is reasonably necessary to protect the rights, property, and well being of any individual from actions or threats of actions that Landlord in good faith believes to be unlawful.
  - 7. Certain information may be provided to Landlord’s insurance carrier and/or any other party that may subrogate to Landlord’s rights as part of an insurance claim filed by Landlord.
  - 8. Certain information may be provided to federal, state, and/or local government authorities as required by any applicable law that may be in force at any time before, during, or after the term of this Lease Agreement. Such laws shall include, but shall not be limited to, section 58.1-3103 of Virginia law.
  - 9. Certain information may be accessible by third party agents employed by Landlord to electronically process applications, payments, accounting data, and other information.

**46. REVIEW OF LEASE AGREEMENT** – Landlord may, at its sole discretion, voluntarily choose to review all or part of this Lease Agreement with Resident. This review is performed as a courtesy only and is not intended to represent legal advice. If Landlord chooses to review portions of this Lease Agreement, this shall not constitute the applicability, materiality, and/or relevance of any portion of this Lease Agreement as opposed to any other portion.

Signatures following.

INITIALS: Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_ Landlord/Agent \_\_\_\_\_

**READ THIS LEASE AGREEMENT CAREFULLY AND THOROUGHLY. DO NOT SIGN UNLESS YOU FULLY UNDERSTAND AND AGREE TO ALL TERMS.**

**WITNESS THE FOLLOWING SIGNATURES:**

_____ Resident	_____ Date	_____ Initial
_____ Resident	_____ Date	_____ Initial
_____ Resident	_____ Date	_____ Initial
_____ Resident	_____ Date	_____ Initial
_____ Resident	_____ Date	_____ Initial

_____ Landlord/Agent	_____ Date	_____ Initial
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INITIALS: Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_ Landlord/Agent \_\_\_\_\_