

**WOODARD PROPERTIES RENTAL AGREEMENT (Private Suite)**

NOTE: This is a legally binding contract. If you do not understand its content, it is advisable to seek competent help.

This Rental Agreement, prepared \_\_\_\_\_, is between \_\_\_\_\_ LLC as owner, hereinafter referred to as "Landlord," with office located at 224 14<sup>th</sup> Street NW, Charlottesville, VA 22903 (434-971-8860), and

\_\_\_\_\_ jointly and severally, if more than one, hereinafter referred to as "Tenant", whether singular or plural. Landlord and Tenant shall endeavor to hold in confidence all terms and conditions of this Rental Agreement. Only the person(s) listed on this Rental Agreement may occupy Premises.

**1. PROPERTY AND TERM.** That in and for consideration of the rents and covenants herein, Landlord hereby leases Tenant the property described as a one bedroom private suite located at \_\_\_\_\_ Charlottesville, VA 22903, along with an undivided interest in the area designated as the "Central Area" (the living room, dining, kitchen and other areas of joint usage) of said unit, collectively hereinafter referred to as "Premises." Prior to Tenant's taking possession of Premises, Landlord may substitute similar premises of equal or greater rental value. The substitute premises must be in the same building or complex and the rent and all other terms of this Rental Agreement shall not be affected by the substitution. The term shall commence at 3PM on \_\_\_\_\_ and shall end at 10AM on \_\_\_\_\_. Keys and move-in information may be obtained from Landlord during regular office hours after the Rental Agreement commences. Landlord agrees to furnish the following furniture for Tenant to use upon Premises:  
Sofa Coffee Table \_End Table(s) Dining table w/4 chairs Other\_\_\_\_\_

Landlord shall provide as part of the Premises a stove/oven, refrigerator/freezer, lighting fixtures, and the following appliances:  
Microwave Dishwasher Washer Dryer AC Window Unit  
Other \_\_\_\_\_

**2. RENTAL PAYMENTS.** All prorations will be based on a 360 day year and amounts shall be rounded to the next dollar. Tenant agrees to pay rent for Premises the total amount of \$\_\_\_\_\_ payable as follows:  
\$\_\_\_\_\_ due on or before \_\_\_\_\_,  
\$\_\_\_\_\_ in \_\_\_ monthly installments of \$\_\_\_\_\_ each, beginning on \_\_\_\_\_ and  
\$\_\_\_\_\_ due on or before \_\_\_\_\_, for the remaining portion due.  
\$\_\_\_\_\_ TOTAL

All monthly installments due hereunder shall be paid in their entirety at Landlord's office by tender of a single check, money order, credit card payment, or by electronic payment. Tenant understands and expressly authorizes Landlord to electronically debit their account for the amount of any check presented for payment as well as any payment that is dishonored or returned for any reason. There is a \$20 fee for each additional physical payment or partial payment submitted to Landlord. Additional electronic payments will not be subject to this fee. Fees may apply for credit card transactions. Cash will not be accepted. Any amounts due under the terms of this Rental Agreement shall be considered rent, and amounts paid may be applied to the earliest charge incurred.



**3. UTILITIES AND SERVICES.**

**A.** Tenant agrees to pay all costs, including all turn-on charges, directly to the utility company or authority providing such service for the following utilities:

- Gas
- Electric
- Water/Sewer
- Trash Removal

**B.** Landlord shall provide the following utilities and/or services, at Tenant's expense:

- Gas
- Electric
- Water/Sewer
- Trash Removal
- Internet Service

For those utilities and/or services described in this subparagraph B, Tenant agrees to pay, in addition to each rental payment, the total sum of \$\_\_\_\_\_, payable as follows:

\$\_\_\_\_\_ due on or before \_\_\_\_\_,  
\$\_\_\_\_\_ in \_\_\_ monthly installments of \$\_\_\_\_\_ each, beginning on \_\_\_\_\_ and  
\$\_\_\_\_\_ due on or before \_\_\_\_\_, for the remaining portion due.  
\$\_\_\_\_\_ TOTAL

Trash removal is \$9.00 per month per bedroom or per Tenant/Occupant, whichever is greater, and may include recycling and composting. Internet costs are detailed in paragraph 29. If the actual utility or service (electric, gas, water, sewer, trash removal, internet, or grounds maintenance) costs paid by Landlord, for the entire rental term for Premises, exceeds the utility and service payments due from Tenant by more than five percent (5%), Tenant agrees to pay Landlord the full difference. This shall be determined by adding all utility & service costs and a \$12.00 per month third-party provider administrative and billing expense and then subtracting the utility payments made by Tenant as described above. If water/sewer is on a central meter, the Tenant is charged a proportionate share of the costs based on the number of persons sharing said meter. If electric or gas is on a central meter, the Tenant is charged a proportionate share of the costs based on the number of bedrooms sharing said meter. Tenant agrees that Landlord may elect to install a separate meter to measure Tenant's usage of any shared utility. By reasonable (not less than 30 days) notice, Landlord may adjust the monthly utility installments paid by Tenant if Landlord's costs exceed Tenant's payments by more than ten percent (10%). Should the utility and service payments received by Landlord exceed the actual utility costs, Tenant shall not be entitled to any refund or rebate, so long as Landlord has established charges set forth above in good faith.

**C.** For any utilities or services in either subparagraph A or B for which Tenant is responsible for connecting, Tenant agrees to initiate service(s) on or before the commencement date of this Rental Agreement and acknowledges that they may need to connect multiple meters for each service. Tenant is responsible for contacting local utility companies to initiate services and authorizes Landlord to request and obtain, on behalf of Tenant, Tenant's consumption data from the applicable utility provider. Tenant agrees to maintain those services throughout the term of this Rental Agreement to avoid damage to the Premises and through 5 business days beyond the termination date of this Rental Agreement. In the event Tenant fails to maintain utility services as described herein, Tenant agrees to pay Landlord any costs associated with having any or all utilities connected plus an administrative fee of \$40 for each utility invoice received and paid by Landlord. If any utility (electric, gas, and/or water, sewer) is on a central meter and/or if trash is collected at a central location, Landlord will pay for these utilities and services and prorate the costs from the commencement date of this Rental Agreement to 5 business days beyond the termination date of this Rental Agreement. Tenant will reimburse Landlord for the prorated amounts due upon receipt of a statement from Landlord. Tenant acknowledges that some utility charges may be for exterior or common areas adjacent to Premises.

**D.** Should Landlord pay Tenant's delinquent water or sewer charges such amount paid shall become additional rent due to Landlord. Tenant further agrees to pay Landlord a \$100.00 administrative fee in addition to any such charges paid by Landlord, also as additional rent.

**4. SECURITY DEPOSIT.** Tenant agrees to pay Landlord a security deposit of \$ \_\_\_\_\_, due upon execution of this Rental Agreement. The Security Deposit, hereinafter "Deposit", may be applied solely by Landlord to the payment of accrued rent, to charges for late payments of rent as specified herein, to the payment of any damages which Landlord suffers by reason of Tenant's non-compliance with his duty to maintain Premises, and to any other damages as provided herein. Nothing in this section, however, entitles Tenant to an immediate credit against any delinquent rent. Acceptance of the Deposit by Landlord does not constitute any waiver of damages that may exceed the amount of the Deposit or any waiver of any other rights Landlord may have against Tenant by reason of Tenant's default. In the event damages suffered by Landlord by reason of Tenant's default exceed the amount of the Deposit, Landlord shall be entitled to recover such damages from Tenant, along with the costs of exercising these rights. If Tenant complies with all provisions of this Rental Agreement, the Deposit, or the balance thereof, shall be returned within 45 days after termination of the tenancy and delivery of possession or within such longer period as permitted by Virginia Law. Landlord will issue one check made payable to the Contact Person named in paragraph 10 of this Rental Agreement, and will mail the Deposit statement and refund, if applicable, to one address supplied by Tenant at termination of this Rental Agreement. In the event it becomes necessary for Landlord to replace the Deposit refund check, any stop payment cost incurred by Landlord and/or a \$50 administrative fee will be deducted from the refund.

**5. VACATING; CLEANING CONVENIENCE FEE.** Upon termination of the Rental Agreement, Tenant shall vacuum carpets, sweep floors, wipe all surfaces clean, remove all trash and items of personal property and promptly vacate, leaving the Premises in good order and repair.

For a fee of \$ \_\_\_\_\_, \* Tenant hereby employs Landlord to perform the following services at the termination of the lease term, to bring the Premises to move-in condition, normal wear and tear excepted: Steam cleaning of carpeting; mopping of floors; touch-up painting; cleaning behind appliances; cleaning of light fixtures and vents; final cleaning of all surfaces, including countertops, shelving, appliances, restroom and kitchen fixtures, ceilings, doors, windows, blinds, walls, baseboards and flooring; and cleaning of balconies and/or porches. Tenant authorizes the Cleaning Convenience Fee to be deducted from the Deposit, and agrees to immediately pay such Fee to Landlord, should the Deposit be insufficient to cover all sums owed to Landlord. In such event, any deficiency in the Cleaning Convenience Fee shall be considered additional rent. The Cleaning Convenience Fee covers basic cleaning, but not repairs, replacements of damaged items or painting beyond touch-ups. Should the condition of the Premises be such that deeper or more intensive or extensive cleaning is required, in Landlord's sole discretion, Tenant agrees to pay such reasonable additional charges as may be required to bring the Premises to move-in condition, normal wear and tear excepted. If repairs, replacements, extra painting or additional cleaning beyond that covered by the Cleaning Convenience Fee is needed, in Landlord's sole discretion, and employees of Landlord perform such work, charges therefore shall be \$55 per hour for labor, plus the cost of materials, and overhead of 20% of labor and materials. A minimum charge of one hour for labor shall be assessed on all repairs. If Landlord employs a subcontractor to do such work, the work will be charged at the amount invoiced, plus 20% overhead. No right of storage beyond the end of the lease term is given by this Rental Agreement. In the event Tenant's personal property is not removed from the Premises at the termination of this Rental Agreement, Landlord may consider such property abandoned and may dispose of it without liability for damage or loss, in accordance with applicable Virginia law. In such event, Tenant shall pay Landlord's reasonable costs of removal and/or disposal of such property. In the event Landlord elects to store Tenant's property, Tenant shall pay for all costs of removal and storage. Tenant agrees to leave all utilities that are in Tenant's name connected from the commencement day of this Rental Agreement until 5 business days beyond the termination date, or to pay Landlord any costs associated with having any or all utilities reconnected plus an administrative fee of \$40 per utility. Tenant may request, with at least five days written notice, to be present during the move-out inspection.

\*If the amount is not noted, the Cleaning Convenience Fee will be charged as follows: \$300.00.

**6. AUTHORIZED OCCUPANTS.** In addition to the Tenant, only the following authorized occupants approved by Landlord, and no others may occupy the Premises:

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herein referred to as "Occupant", whether singular or plural. Tenant shall be responsible for Occupant's or Occupant's guest(s)' actions on and damages to Premises. Tenant shall notify Landlord, in writing, when an Occupant has vacated Premises. Occupants do not have rights and obligations as a Tenant under this Rental Agreement.

**7. ADDING OR REMOVING NAMES ON THE RENTAL AGREEMENT:** Tenant may add or remove names on the Rental Agreement subject to Landlord's written approval and payment of an administrative fee for each separately prepared and/or completed addendum. Additions shall be subject to Landlord's approval of their rental application and may be required by Landlord to be a student or a graduate student. A minimum of one original tenant must remain on the lease for the duration of the lease term, otherwise re-rental policies and procedures set by landlord will apply.

**8. FAILURE OF TENANT TO VIEW PREMISES.** Tenant acknowledges that Tenant may view Premises prior to execution of this Rental Agreement (except for new construction). This Rental Agreement will not be terminated or voided as a result of Tenant's failure to view the Premises prior to lease signing.

**9. AGENT.** Woodard Properties is the Agent for Landlord. Woodard Properties shall notify Tenant of the name and address of the resident manager, if any.

**10. CONTACT PERSON.** To simplify communication between Landlord and Tenant when more than one person is listed as Tenant, Tenant hereby appoints \_\_\_\_\_ (Email: \_\_\_\_\_) as a primary contact person, herein referred to as "Contact Person" for this rental term, and as Tenant's attorney-in-fact for purposes of receiving notices from Landlord and the Tenant's security deposit statement and refund, if applicable. Tenant acknowledges that verbal, written, electronic, telephone and/or any other form of communications with Contact Person shall be considered adequate notice to Tenant. The Contact Person shall be responsible for communicating with all person(s) listed as Tenant as well as distributing any additional copies of the Rental Agreement. Although a Contact Person has been appointed, Landlord may at any time communicate with any or all person(s) listed as Tenant and each person is responsible for communicating with all others listed as Tenant.

**11. RENEWAL.** This Rental Agreement will not automatically renew. However, a new rental agreement for an additional term may be executed subject to the availability of Premises, Landlord's approval, and revised terms and conditions. In the event a new rental agreement is executed and one or more persons listed as Tenant signs a new rental agreement for Premises, a Renewal Rental Addendum is to be agreed upon and signed by all current persons listed as Tenant and all future tenants. The entire security deposit will transfer to the new agreement and Landlord will not inspect or prepare the Premises between the current Tenant and future tenants' occupancy.

**12. LATE RENT PAYMENTS.** In the event Tenant's full rental payment is not received in the office of Landlord by 5:00 PM on the 5<sup>th</sup> day of each month, Tenant agrees to pay a late fee of 10% of the monthly rental. Tenant agrees to pay an additional \$5.00 each day of delay beyond the 6<sup>th</sup> of each month until the day the amount is paid in full. Tenant agrees not to submit post-dated checks for payments due. Without prior agreement with Landlord, any check received by Landlord will be promptly deposited. Any penalties imposed by Tenant's bank will be Tenant's responsibility. For any check returned by Landlord's bank for any reason Tenant also agrees to pay any associated late fees, a handling fee of \$50.00 or the maximum allowed by law, in addition to interest, as allowed by law. Tenant

understands and expressly authorizes Landlord to electronically debit their account for the amount of fees in addition to amount of returned payment. Landlord reserves the right to require a cashier's check or money order in payment of rent. Cash is not accepted for any payment.

**13. USE AND RESTRICTIONS.** Tenant, and any guest of Tenant, shall not:

- (a)** Smoke on Premises, common areas such as stairways, balconies, sidewalks, parking lot, laundry room, or other property of Landlord (see also paragraphs 24 & 27 of this Rental Agreement). Although smoking is prohibited on Premises, there is no warranty or guaranty that your dwelling community is smoke free;
- (b)** Keep or harbor any pet on Premises or bring any animal or pet upon Premises, except that service animals are permitted (see also paragraphs 24 & 27 of this Rental Agreement). At Arlington Park Townhomes LLC pets are permitted with an executed Pet Addendum and payment of associated fees;
- (c)** Permit any unlawful activity to be conducted on Premises;
- (d)** Use or permit any apparatus or instruments for musical or other sound reproduction or transmission in such manner that the sounds are audible beyond the interior of Premises;
- (e)** Engage in any practice that encourages or results in the infestation of Premises by insects, rats, roaches, ants, flies, bedbugs, lice, fleas or other vermin or pests;
- (f)** Store or place belongings, furniture, trash, or any personal articles including indoor or upholstered furniture on porches, balconies, or walkways, on or outside of Premises unless the Landlord approves of such placement in writing. Landlord may remove any such belongings without notice and at Tenant's expense;
- (g)** Store or place belongings within three feet of furnaces or hot water heaters;
- (h)** Use Premises for any purpose other than as a residential dwelling or allow any other person not herein authorized to establish residence on Premises or have overnight guests for more than two (2) nights in any thirty (30) day period without prior written consent from landlord;
- (i)** Deliberately or negligently destroy or deface, damage, impair or remove any part of Premises; or display any signs or other displays of any type on Premises;
- (j)** Park on Landlord's property without a valid parking permit issued by Landlord except in houses with private driveways. Landlord will issue no more than \_\_\_\_\_(\_\_\_\_) parking permit(s) to Tenant. NOTE: Parking availability is NOT GUARANTEED and there may be additional fees for a covered and/or reserved parking space. Parking spaces reserved by Tenant may be used only by Tenant personally. Tenant must complete an application for a parking permit and/or execute a parking rental agreement to obtain a permit for parking. The vehicle must not exceed Landlord's size and height restrictions, be properly positioned in a marked parking space (parking on lawns is not allowed), be operational, properly licensed, operated regularly by Tenant, and registered in Tenant's or Tenant's parent's name. The vehicle must display a valid Woodard Properties' parking permit clearly visible from the parking aisle on the rear view glass (driver's side) or a hang tag attached to the rear view mirror in order to park on the property where Tenant resides and shall not be parked on any other property owned by Landlord. A \$25 administrative fee may be charged for improper parking (even with a valid permit) and/or the vehicle may be towed, without additional warning, at vehicle owner's risk and expense. Parking privileges and permit may be revoked at any time for improper parking, exceeding 6 miles per hour when driving in any parking lot, or driving dangerously (in Landlord's opinion), or non-payment of any amount due;
- (k)** Store mopeds or motorcycles upon Premises.
- (l)** Store bikes on apartment landings or attach them to any railing of any part of the building. Unsightly or improperly stored bikes may be removed without notice, at Tenant's expense;
- (m)** Park on Landlord's property any vehicle including, but not limited to, bicycles, mopeds, motorcycles, and automobiles without displaying a valid Woodard Properties' permit;
- (n)** Make any noise within the Premises, in common areas adjacent to Premises, parking lots and when ascending or descending interior or exterior stairs, which noise is disruptive to other residents' peaceful enjoyment or to management;

- (o)** Skateboard, skate, or ride scooters on Landlord's property;
- (p)** Have a waterbed or any contained water source such as an aquarium, hot tub, pool or fountain on Premises, except with written permission from Landlord;
- (q)** Allow more than four (4) persons on any balcony area of Premises, or adjacent to Premises (at Camden Plaza, no more than 2 persons may occupy any extended balcony);
- (r)** Behave in a manner that is abusive or offensive to neighbors, Landlord, and/or employees or contractors of Landlord;
- (s)** Store or possess fireworks, pyrotechnics, or any flammable substance on Premises;
- (t)** Remove, hang items from, or tamper with any smoke detector, carbon monoxide detector, and/or sprinkler head or any part of sprinkler system. Tenant shall not activate/engage any fire alarm or fire extinguisher, except in the event of an emergency. Breach of this provision may result in criminal charges and/or an administrative fee of \$250.00. In addition, Tenant shall be liable for any damage caused by misuse of alarm, sprinkler and/or fire extinguisher, and shall immediately report any misuse of such device to Landlord;
- (u)** Occupy or use any sprinkler room for storage;
- (v)** Turn on the air conditioning unit if outside temperature is less than seventy (70) degrees. If Tenant does so, he/she will be charged for any damages resulting from said use;
- (w)** Access the roof of any part of Premises. Roof access is for repair and maintenance personnel only;
- (x)** Use or store any type of grill on Premises other than those provided by Landlord at some locations;
- (y)** Use fireplace(s) unless Landlord has given written permission and Landlord and Tenant have signed a Fireplace Addendum;
- (z)** Remove any furniture or other property belonging to Landlord without prior written consent of Landlord; and
- (aa)** Permit use of laundry facilities by any person not listed as Tenant or Occupant on this Rental Agreement.

**14. TENANT'S DUTIES.** Tenant shall:

- (a)** Comply with all obligations primarily imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety;
- (b)** Immediately notify Landlord of any violation or suspected violation of the housing code;
- (c)** Notify Landlord of any smoke or carbon monoxide (if applicable) detector malfunctions including, but not limited to, needed battery replacement or power failure;
- (d)** Notify Landlord in the event a fire extinguisher was engaged and needs to be replaced;
- (e)** Keep Premises in a clean and safe condition and immediately report any unsafe condition to Landlord;
- (f)** Remove from Premises all ashes, garbage, rubbish and other waste in a clean, safe, and timely manner and in compliance with applicable recycling requirements of Landlord or the City of Charlottesville;
- (g)** Keep drains that are in or adjacent to Premises clean and unobstructed;
- (h)** Keep all plumbing fixtures clean and provide and use a plunger for clearing toilet drains; Tenant agrees that should Landlord have to clear a toilet drain the charge will be \$55.00 during office hours and \$82.50 after office hours and on holidays and weekends, and should Landlord have to remove a toilet in order to unstop it, additional charges will result;
- (i)** Provide and install shower curtains and bath mats for all tubs and showers to prevent water damage. Any damages resulting from the improper installation or use of mats and shower curtains will be charged to Tenant;
- (j)** Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Tenant shall be responsible for notifying Landlord of any maintenance concerns in a timely manner. Failure to do so could result in Tenant being responsible for any additional utility costs and/or damages resulting from the unreported problem;

- (k)** Promptly vacate Premises at the termination of the Rental Agreement, whether by expiration of the rental term or resulting from default of Tenant;
- (l)** Conduct oneself in a manner that will not disturb Tenant's neighbors' peaceful enjoyment, and require any person on Premises to conduct himself in a manner that will not disturb Tenant's neighbors' peaceful enjoyment;
- (m)** Be responsible for the actions and damages caused by any invited or uninvited guests who may enter Landlord's property as a result of Tenant's hosting a party or gathering at the Premises;
- (n)** Abide by all reasonable rules and regulations issued by Landlord and ensure that Tenant's guests and Occupants also abide by said Rules and Regulations and the provisions of paragraph 12 above;
- (o)** Replace all reasonably accessible burned out light bulbs, including exterior light fixtures adjacent to Premises;
- (p)** Keep thermostat set above 55 degrees to prevent freezing of pipes. Tenant agrees to allow Landlord to turn heat up to 55 degrees if pipes are in danger of freezing. Tenant will pay to repair all pipes that burst due to Tenant's negligence, and any resulting damages;
- (q)** Use the provided ladder and/or loft or mezzanine area, if any, in a safe manner and assume all risks for using them;
- (r)** Provide Landlord with keys and/or instructions on how to operate any new burglary prevention or fire detection devices that have been installed by Tenant. Upon termination of tenancy, if required by Landlord, Tenant shall remove all such devices and repair all damages;
- (s)** Remove snow and/or ice, as needed, in order to move vehicle from parking space. Tenant shall also be responsible for snow and/or ice removal from pathways, sidewalks, and driveways unless Premises is located in an apartment or condominium complex where these services may be provided by Landlord;
- (t)** Sweep, dust, and appropriately protect and maintain any hardwood floors throughout the term of this Rental Agreement to protect them against scratches; and
- (u)** Keep the Premises free from insects and pests, as those are defined in Virginia Code §3.2-3900, and promptly notify Landlord of the existence of any insects or pests.
- (v)** Cover a minimum 75 percent of wood floors, including hallways and corridors, with area rugs.

**15. MOLD AND MILDEW.** Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, to keep Premises clean, to always use bathroom exhaust fans, and to take other measures to retard and prevent mold and mildew from accumulating in Premises. Tenant agrees to (1) clean and dust Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible; (2) not block or cover any of the heating, ventilation or air-conditioning ducts in Premises; (3) immediately report to Landlord: (a) any evidence of a water leak or excessive moisture in Premises, as well as in any storage room, garage or other common area; (b) any evidence of mold- like or mildew-like growth that cannot be removed by applying a common household cleaner and wiping the area; (c) any failure or malfunction in the heating, ventilation, plumbing, air conditioning systems or laundry systems in Premises; and (d) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to Premises and/or Tenant's property as well as injury to Tenant, or other persons, resulting from Tenant's failure to comply with the terms of this paragraph.

**16. BEDBUGS.** Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of bedbugs, and to immediately notify Landlord of any signs of infestation. Tenant represents and warrants that all furnishings and other personal property items to be moved into the Premises at any time have been inspected by Tenant and are free of bedbugs. Tenant may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Landlord to treat Premises, and possibly units adjacent to Premises, for bedbugs and shall cooperate with pest control efforts to treat infestation.

**17. SUBLEASE.** Tenant shall have the right to find a subtenant and to sublease Premises upon written approval by Landlord and prepayment of a sublet fee. This fee shall be applicable to each sublease agreement prepared. Subtenant shall be subject to Landlord's reasonable approval and may be required by Landlord to be a student or a graduate student. All other persons listed as "Tenant" must also approve any subtenant in writing. Tenant shall not utilize "AirBNB" or other type of short term rental agency. In the event that Tenant subleases Premises, Tenant and subtenant shall be jointly and severally responsible for all terms and conditions of this Rental Agreement. Any subleasing without Landlord's prior written approval shall be considered a material breach of this Rental Agreement and the sublet fee, in the event subtenant is approved, will be \$200.00 per person. In the event of a sublease, Landlord will not be responsible for inspecting, cleaning or painting the Premises prior to occupancy by a subtenant.

**18. RE-RENTING PREMISES BY LANDLORD.** In the event that Landlord secures a new tenant to complete the term of this Rental Agreement or any part thereof, either because Tenant has so requested or because Tenant is in default, Tenant agrees to pay Landlord a re-renting fee equal to one month's rent for expenses incurred by Landlord for re-renting Premises. New tenant shall be subject to Landlord's reasonable approval and may be required by Landlord to be a student or a graduate student. Such payments shall be in addition to other payments due or past due. If Tenant requests Landlord to secure a new tenant for Premises, or if Tenant defaults on this Rental Agreement, Tenant understands that Tenant remains liable for all responsibilities hereunder until such time said new tenancy commences. In the event Tenant elects to request Landlord to find a new tenant to complete the term of this Rental Agreement, the procedure, dates and details must be agreed upon by Landlord and by Tenant in writing before Landlord will advertise or show Premises. In any circumstance, Landlord does not guarantee that it can secure a new tenant and does not agree to give the Premises priority over other existing vacant properties. In the event a new tenant is not secured to complete the term of this Rental Agreement, Tenant will be entirely responsible for the Rental Agreement, including, but not limited to, all rent, utility, reserved parking, furniture, and/or storage space fees, as well as expenses incurred by Landlord for attempting to re-rent Premises, including, but not limited to advertising costs and time spent presenting Premises to prospective new tenants.

**19. EXTENDED ABSENCE.** Tenant shall notify Landlord in writing of any absences of seven days or more from Premises and Tenant agrees to leave all utilities connected continuously through the term of this Rental Agreement plus 5 additional days as provided in paragraph 5.

**20. ABANDONMENT.** Abandonment of Premises (whether or not the keys are returned and accepted by Landlord) will entitle Landlord to immediate possession and the option to terminate this Rental Agreement, and/or authorization to find a new tenant, and remove any remaining personal effects therein and dispose of the same in a manner consistent with Virginia law.

**21. LOCKS/KEYS.** If Tenant loses any key to any lock on Premises, or fails to return all keys, with each key labeled, to Landlord at the termination of this Rental Agreement, Tenant agrees to pay a minimum of \$100.00 per lock to re-key any existing lock and \$150.00 per lock for replacing or installing any additional locks on Premises and for cutting new keys, or for re-programming combination locks. Tenant agrees to pay a minimum of \$150.00 per lock for installing additional locks per Tenant's request. Tenant may not duplicate and/or distribute keys to any other person not listed as Tenant or Occupant on this Rental Agreement. Landlord makes no guarantee that he will be available to unlock Premises at any time, and there will be a \$5.00 fee for borrowing a key in the event of a lock out. Tenant shall keep keys for all locks for Premises with him/her at all times to ensure re-entry into Premises in the event Landlord accesses Premises as permitted in paragraph 26 of this Rental Agreement as Landlord will lock doors upon leaving. If Tenant is locked out and Landlord is not available, Tenant may call a locksmith to unlock Premises at Tenant's expense.



**22. ALTERATIONS.** Tenant agrees to make no alterations, installations, repairs or redecorations of any kind to Premises without the prior written consent of Landlord. Any alterations, redecorations, repairs, additions or improvements shall inure to the benefit of, and become the property of Landlord. Landlord shall not be responsible for installing, maintaining, or repairing telephone lines. Landlord or others may from time to time make improvements, changes, or additions, (including the construction of new living units) to Premises or on the property of the Premises, or on property adjoining Premises. Such work shall not modify the terms or conditions of this Rental Agreement nor be considered a breach of Tenant's quiet enjoyment.

**23. REPAIRS.** Tenant agrees to pay the reasonable costs of repairs or maintenance tasks necessitated by the deliberate or negligent acts or omissions of Tenant, Occupants, or guests of Tenant, unknown parties, or vandals. Said repairs or maintenance tasks shall be arranged by Landlord unless Landlord gives written permission for Tenant to accomplish the repairs or tasks. If employees of Landlord make repairs (including but not limited to extermination, cleaning, removing trash, replacement of smoke detectors, batteries, light bulbs and painting) to Premises during the term of this Rental Agreement or upon termination of this Rental Agreement, the rate shall be \$55 per hour for labor, plus the cost of materials, plus overhead of 20% of labor and materials. After normal business hours or on weekends and holidays labor shall be charged at a rate of \$82.50 per hour. A minimum charge of one hour for labor shall be assessed on all repair charges. If a subcontractor of Landlord makes such repairs to the Premises, the charge will be the amount invoiced, plus 20% overhead.

**24. DEFAULT.**

**(a) NON-PAYMENT.** If rent or any payment required to be made under this Rental Agreement is unpaid when due, and Tenant fails to make such payment or to pay such rent within five days after written notice is served on Tenant notifying Tenant of the non-payment and of Landlord's intention to terminate this Rental Agreement if the rent or other payment is not paid within the five day period, Landlord may terminate this Rental Agreement and proceed to obtain possession of Premises as provided by law. In the event the rental payment is not received by the 11<sup>th</sup> day of the month and Landlord files a warrant or summons for collection, Tenant agrees to pay Landlord a processing fee of \$75.00, in addition to any other amounts owed under this Rental Agreement.

**(b) MATERIAL NON-COMPLIANCE.** Except as otherwise provided by law, if there is a material non-compliance by Tenant with any term of this Rental Agreement, Landlord may serve a written notice on Tenant specifying the acts and omissions constituting the breach and stating that if after receipt of the notice the breach is not remedied within twenty-one days, this Rental Agreement shall terminate as provided in the notice. If the breach is remediable by repairs or the payment of damages or otherwise and Tenant adequately remedies the breach prior to the date specified in the notice, this Rental Agreement shall not terminate. If the breach is one by its nature not remediable, for example, a breach of Tenant's duty to refrain from disturbing his neighbors, sub-leasing without written permission from Landlord or Tenant's smoking in Premises, this Rental Agreement shall terminate upon the date specified in the notice. Tenant agrees they are in default of this Rental Agreement if Tenant or any Occupant violates fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs. Tenant agrees that any violation of paragraphs 13 or 14 shall be considered a material violation of this agreement.

**(c) REPRESENTATIONS IN RENTAL APPLICATION.** This Rental Agreement was entered into based upon the representations of Tenant contained in the Rental Application(s). If any of those representations are found to be misleading, incorrect or untrue, or change (including but not limited to scholastic, employment, or criminal history), Landlord may immediately terminate this Rental Agreement and notify Tenant to vacate the Premises.

**(d) VIOLATION OF PARAGRAPH 13 OR 14 AFFECTING HEALTH AND SAFETY.** If Tenant violates paragraph 13 or 14 of this Rental Agreement or any other provision of this Rental Agreement materially affecting health and safety and the violation can be remedied by repair, replacement of a damaged item

or cleaning, and Tenant fails to comply as promptly as conditions require in case of emergency or within twenty-one days of written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter Premises and cause the work to be done in a workman-like manner and submit an itemized bill for actual and reasonable cost or the fair and reasonable value thereof as rent due on the next date when periodic rent is due, or if this Rental Agreement has terminated, due immediately.

**(e) NON-WAIVER.** Acceptance of periodic or partial rent payments with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms of this Rental Agreement or rules or regulations subsequently adopted by Landlord shall not constitute waiver of Landlord's rights after the breach has occurred.

**(f) LANDLORD'S REMEDIES AFTER TERMINATION.** If this Rental Agreement is terminated by Landlord, Landlord shall have a claim for possession and for rent and a separate claim for actual damages for breach of this Rental Agreement and reasonable attorney's fees as provided by law. Actual damages for breach of the Rental Agreement shall include a claim for such rent as would have accrued until the expiration of the term of this Rental Agreement or until a tenancy pursuant to a new rental agreement commences; whichever first occurs. Actual damages also include collection costs of any kind incurred by Landlord to collect amounts owed by Tenant, and interest at 18% on the unpaid balance until paid in full.

**(g) FAILURE TO VACATE AT END OF RENTAL AGREEMENT.** If Tenant fails to vacate Premises, or deliver possession of entire Premises, on or before the termination date and time of this Rental Agreement, Tenant agrees to pay Landlord 150% of the daily prorated rent, as liquidated damages, for each day or portion of day.

**(h) LANDLORD'S REMEDIES IN GENERAL.** The Landlord may recover damages and obtain injunctive relief for any non-compliance by the Tenant with this Rental Agreement. The Landlord shall be entitled to recover reasonable attorney's fees as provided in the Virginia Residential Landlord and Tenant Act.

**(i) E-MAIL NOTICE.** A notice given to Tenant by Landlord through a Tenant-provided E-mail address shall constitute proper notice.

**25. VENUE.** Landlord and Tenant agree that the exclusive venue for resolution of any and all disputes arising under this Rental Agreement shall be in the courts of the City of Charlottesville, Virginia or Albemarle County, Virginia.

**26. ACCESS.** Landlord shall have the right to enter Premises in order to inspect Premises, to make necessary or requested repairs, decorations, alterations or improvements to Premises or to adjacent premises, supply necessary or agreed services, exhibit Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors, or in case of emergency. Except in case of emergency or if it is impractical to do so, Landlord shall enter only at reasonable times and shall give Tenant reasonable notice of intent to enter.

**27. RULES AND REGULATIONS.** Tenant agrees that Woodard Properties' Rules and Regulations (including no smoking and no pets by Tenant or guests) are incorporated herein by reference, and any additional reasonable rules and regulations subsequently adopted by Landlord of which Tenant receives reasonable notice, shall be a part of this Rental Agreement. Tenant further agrees that any failure by Tenant, or failure by others on Premises with the consent or knowledge of Tenant, to fully abide by Rules and Regulations may be deemed by Landlord as a default by Tenant and breach of this Rental Agreement. Tenant agrees to pay Landlord liquidated damages in the amount of \$200.00 per occurrence, and, in addition, any actual damages suffered by Landlord, if Tenant or guest of Tenant is in violation of paragraph 13 or 14 of this Rental Agreement.

**28. TELEVISION SERVICE.** Landlord shall have the absolute right to lease the interior television cable wiring, where Landlord has installed wiring, to any television service provider that Landlord selects. If

Landlord installs a central television satellite dish or antenna system, Tenant agrees to use it rather than any other service that may be available. Any Tenant who desires to install a satellite dish must first sign a Satellite Addendum and a Hold Harmless Addendum and pay for the installation as well as any additional costs and fees to Landlord. Landlord must approve any installation prior to the commencement of the work. Tenant shall pay for cable service if Tenant chooses to subscribe.

**29. INTERNET SERVICE.** At locations where Landlord provides Internet Service, whether it is wired or wireless, the service provider is to be selected by Landlord and the monthly costs are as follows: \$32.00 per month for a 1 bedroom unit, \$48.00 per month for a 1 bedroom with study or 2 bedroom unit, \$56.00 per month for a 3, 4, 5, 6 or 7 bedroom unit, and \$64.00 per month for units with 8 or more bedrooms. In properties where wireless internet is provided, landlord does not guarantee functionality of wired jacks, and in properties where wired internet is provided, landlord does not guarantee wireless functionality. Tenant acknowledges that no warranty is made by Landlord or any internet provider contracted by Landlord (hereafter referred to as "Provider") regarding any information, service, or product provided through, in connection with, or located on the computers of Provider. Landlord hereby expressly disclaims any and all warranties. Tenant is bound by the Provider's acceptable use policy. Landlord reserves the rights to determine at its sole discretion what uses of the Internet Service are and are not permissible and any use of the Internet Service that inordinately drains bandwidth is prohibited. The entire risk as to the results and the performance is assumed by the Tenant, and in no event will Landlord or Provider be liable for any consequential, incidental, direct or indirect damages suffered in the course of using this connection. Neither Landlord or Provider will be liable or responsible for, including without limitation, any loss, damage, or expense incurred by Tenant caused or allegedly caused by failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of or use of records, whether for breach of contract, negligence, or if the quantity or quality of the Internet Service is no longer suitable for Tenant's requirements, or under any other cause of action. Tenant is responsible for updating the virus protection programs and personal firewalls on his/her personal computer with the most current definitions, as well as performing regular virus scans. Tenant is also responsible for installing the most current critical updates for his/her operating system. If Tenant does not comply with the terms of this paragraph, Landlord may terminate Tenant's access to this connection, without notice, for the remainder of the rental term and no compensation will be awarded to Tenant for this disruption of service. Tenant, and any guest of Tenant, shall not remove or tamper with Wireless Access Points, networking equipment, wiring, or wall jacks provided by Landlord. Tenant is not permitted to use the Internet Service connection for any purposes that violate U.S. or state laws. It is also not acceptable to use this connection to interfere with or disrupt network users, service or equipment. Such interference includes, but is not limited to: distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to other computational, information or communications devices or resources. Any Tenant discovered using this connection for such unacceptable purposes will have his/her access to the connection terminated without notice, and Tenant will be responsible for all costs incurred by Landlord or Provider because of such unacceptable uses. Landlord shall have the absolute right to lease or sell any internet cable and/or television cable and/or telephone cable, where it has been or is installed by Landlord, to any service provider of Landlord's choice.

**30. FIRE OR CASUALTY DAMAGE.** If Premises is damaged or destroyed by fire or casualty to an extent that Tenant's enjoyment of Premises is substantially impaired or that required repairs can only be accomplished if Tenant vacates Premises, either Tenant or Landlord may terminate this Rental Agreement. Tenant may terminate this Rental Agreement by vacating Premises and within 14 days thereafter, serving Landlord a written notice of his intention to terminate, in which case this Rental Agreement will terminate as of the date of vacating. If continued occupancy is lawful there shall be a reasonable rent reduction for such time until Premises is restored to the condition prior to fire or casualty; and, in case of such deprivation of possession, Tenant shall be allowed a like reduction until possession

of Premises is restored to Tenant. Landlord may terminate this Rental Agreement by giving Tenant 30 days' notice of intention to terminate based upon Landlord's determination that such damage requires the removal of Tenant and use of Premises is substantially impaired, in which case this Rental Agreement will terminate as of the expiration of the notice period. If this Rental Agreement is terminated, Landlord shall return all security deposits in accordance with paragraph 4 and 5 of this Rental Agreement and prepaid rent, plus accrued interest recoverable by law, unless Landlord reasonably believes that Tenant, or Tenant's guests were the cause of the damage or casualty, in addition to paying for repair of all damages and related costs, in which case Landlord shall account to Tenant for the security deposit and prepaid rent, plus accrued interest based upon the damage or casualty. Accounting for rent in the event of termination or apportionment shall be made as of the date of the casualty.

**31. NON-LIABILITY OF LANDLORD.** Landlord shall not be liable for any injury or damage to persons or property either caused by or resulting from falling plaster or drywall, dampness, overflow or leakage upon or into the Premises of water, rain, snow, ice, sewage, steam, gas, or electricity, or by any breakage in or malfunction of electronically locking doors, video cameras, pipes, plumbing fixtures, sump pumps, air conditioners, or appliances, or leakage, breakage, or obstruction of soil pipes, nor for any injury or damage from any other cause unless any such injury or damage is the result of willful misconduct or gross negligence of Landlord. Tenant acknowledges that basement rooms are not considered watertight and may, on occasion, take on water. Tenant shall give prompt notice to Landlord of any of the foregoing occurrences, however caused. In addition, Landlord is not responsible for theft of Tenant's personal property or any other criminal acts by known or unknown third parties on or near Premises. It shall be the responsibility of Tenant to obtain insurance to cover loss or damage to personal property. A breach by any other tenant of any term of that tenant's rental agreement shall not constitute a breach by Landlord of any obligation to Tenant hereunder. Tenant hereby releases Landlord from any liability resulting from the acts of third persons who are not agents of Woodard Properties, or from other tenants. There shall be no rent reductions, compensation to Tenant, or cause for termination of this Rental Agreement because of interruptions of any utilities or services or the failure of any appliance to function properly or because of any inconvenience arising from such interruption or failure to function properly where Landlord has been notified of any such interruption, malfunction, or failure of the above services by Tenant and has made reasonable efforts to repair.

**32. SECURITY AWARENESS:** Tenant and Occupant acknowledge that security systems are subject to failure from malfunction, tampering, power outages, human error or other causes, and agree that they shall not rely on such systems as protection against crime, injury or damage. Landlord specifically disclaims any express or implied warranty of any security systems provided by Landlord. Tenant and Occupant acknowledge that he or she is responsible for his or her own personal safety and agrees to take appropriate safety measures to protect him or herself.

**33. PHOTOGRAPHY & VIDEO RELEASE:** Tenant acknowledges that Landlord may take photographs or videos of apartments or events, and that these may be used in web or print media. Tenant agrees to release, hold harmless and indemnify Landlord and Landlord's representatives from and against all claims, demands, costs, expenses (including attorney's fees), and cause of action arising out of or in any manner relating to any personal damage from use of photography or video.

**34. WAIVER OF RIGHT TO JURY TRIAL.** Both Landlord and Tenant hereby waive the right to trial by jury in any action, proceeding or counter-claim brought by either party against the other arising out of this Rental Agreement, the relationship of Landlord and Tenant, Tenant's use or occupancy of Premises, and/or any injury or damage on or about Premises.

**35. ENTIRE AGREEMENT.** This Rental Agreement constitutes the final and entire agreement among the parties and they shall not be bound by any terms, conditions, oral statements, warranties, or

representations not herein contained. Except as provided herein, this Rental Agreement cannot be modified except by written agreement signed by both Landlord and Tenant.

**36. APPLICABLE LAW.** This instrument shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia.

**37. ATTORNMENT.** Tenant hereby agrees that Tenant will recognize as its landlord under this Rental Agreement and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which Premises is situated, upon any foreclosure of any deed of trust upon such land or building, or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust. If requested, Tenant 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 the Rental Agreement made without the express written consent of such mortgagee.

**38. SEVERABILITY.** If a court of competent jurisdiction shall, at any time, hold that a portion of this Rental Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect.

**39. EXECUTION OF THIS RENTAL AGREEMENT.** In lieu of an original signature to this Rental Agreement, Landlord will accept a valid and legitimate electronic and/or facsimile signature of the Tenant. In doing so, Tenant hereby acknowledges his/her endorsement and acceptance of this agreement, and he/she waives any challenge to validity of this Rental Agreement based on Tenant's endorsement by electronic and/or facsimile signature.

*WITNESS the following signatures and seals:*

**BY TENANT:**

**BY AUTHORIZED OCCUPANT (of legal age):**

Occupant has read this Rental Agreement and acknowledges his or her responsibilities as occupant.

**BY LANDLORD:**

Authorized Agent for Landlord/Effective Date of Rental Agreement

**THIS RENTAL AGREEMENT IS NOT VALID UNLESS EXECUTED BY WOODARD PROPERTIES**