



Sunchase At Longwood Lease

MANAGEMENT SERVICES CORPORATION AND THE OWNERS THAT MANAGEMENT SERVICES REPRESENTS DO BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING LAWS. IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, ELDERLINESS, OR NATIONAL ORIGIN.

THIS IS A LEGALLY BINDING CONTRACT BETWEEN RESIDENT(S) AND LANDLORD WITH AGENT, MANAGEMENT SERVICES CORPORATION, REPRESENTING LANDLORD; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE BEFORE SIGNING.

THIS LEASE AGREEMENT, made as of _____, by and among FARMVILLE, LLC (herein called "Landlord"), Management Services Corporation, P.O. Box 5186, Charlottesville, Virginia (herein called "Agent"), and Refer to Cover Page (herein called "Resident"). The designation "AO" stands for Authorized Occupant and is applicable only to Residents under the legal age of majority.

WITNESSETH

1. THAT IN CONSIDERATION of the premises, rents and covenants herein, Landlord hereby leases to Resident, and Resident hereby rents and hires from Landlord, upon the terms and conditions herein set forth, the Bedroom, Bathroom, and the Shared-Leased Premises, both as defined herein and sometimes referred to collectively as the "premises", for the term commencing at noon on Refer to Cover Page, and ending at noon on Refer to Cover Page, and Resident covenants and agrees to pay the following rent and fee:

For purposes of this Lease Agreement, "Bedroom" is defined as bedroom and bathroom Refer to Cover Page located in Building Refer to Cover Page, Apartment Refer to Cover Page, and "Shared-Lease Premises" is defined as the kitchen, living room, and dining areas of the Apartment Refer to Cover Page which Resident will share the responsibility for, and use and occupancy of, with other co-residents of said Apartment unit.

Resident hereby understands and acknowledges that he/she will be occupying the aforementioned Bedroom and Bathroom and that the Bedroom is one bedroom and one bathroom in Refer to Cover Page bedroom unit located in Building, Refer to Cover Page, Apartment Refer to Cover Page. The other bedrooms available in the unit will be leased to any qualified applicant who may or may not be known to the Resident, and Resident further understands and acknowledges that any unleased bedroom(s) will be made available for occupancy to any qualified applicant and offered for rental in accordance with all local, state and federal laws, including the applicable fair housing laws.

Resident: _____ Date: _____

The first monthly installment is due on or before commencement of this Lease. The remaining monthly payments are payable by the first day of the second month of this Lease and by the first day of each ensuing month thereafter. Rent shall be deemed paid when RECEIVED by Management Services Corporation at the Sunchase Apartments Business Office located at 501 Sunchase Boulevard, Farmville, VA 23901, or such other place as Landlord may from time to time designate to Resident in writing. In the event that Mortgagee officially notifies Resident that rental payments shall be made to Mortgagee instead of Landlord due to an Event of Default, Resident shall then comply with such notice until further notice from Landlord, Agent, or Mortgagee, and Resident shall provide Landlord with a copy of such notice. Each such Resident shall be fully protected from all claims of Landlord in making such payments to Mortgagee (Beneficiary). In the event a monthly payment is received on or after the 6TH of the month, Resident agrees to pay an additional charge or a late fee of \$40.00. Resident agrees to pay an additional charge of \$40.00, in addition to the late fee, for each check returned for insufficient funds or any other reason. Personal checks will not be accepted after two incidents of returned checks. ALL RENT PAYMENTS WILL FIRST BE APPLIED TO ALL PAST DUE BALANCES, AND THEN TO CURRENT RENT DUE.

Please make all checks payable to Sunchase at Longwood. ONLY CASHIER'S CHECK, CERTIFIED CHECK, OR MONEY ORDER WILL BE ACCEPTED FOR RENT PAID ON OR AFTER THE 10TH DAY OF EACH MONTH.

2. SECURITY DEPOSIT: In addition to the rental payment, Resident hereby deposits in advance with Landlord the following sums:

AS	\$100.00	Refundable Reservation Deposit (<u>Refer to Cover Page</u>)
AS	\$150.00	Non-Refundable Restoration Fee
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AS	\$250.00	TOTAL DEPOSIT

Upon commencement of the Lease, Resident acknowledges receipt, in good condition, of the premises and all its equipment, excepting the list of defects that Landlord shall deliver to Resident within five (5) days of occupancy. Resident shall deliver in writing and within (5) days thereafter any additional defects which Resident may discover or Landlord's list shall be accepted as a true and accurate description of the condition of the premises at the time of occupancy.

The Refundable Reservation Deposit is to be held by Landlord as security for faithful performance by Resident of all the terms of this Lease and the Policies & Procedures Handbook. Within five days of commencement of the Lease, Resident must report any condition of the apartment that does not comply with the expectations of the Vacating Guidelines specified in the Policies and Procedures Handbook. Further, if Resident has fully complied with all the provisions of this Lease, including the Policies and Procedures Handbook, and has thoroughly cleaned and has completely vacated the premises in good condition (reasonable wear and tear excepted), Landlord will dispose of said deposit within the time period specified in the applicable provisions of the Code of Virginia, in effect at the time of termination of tenancy and delivery of possession, less any charges that Landlord may deduct from said deposit in accordance with §55.248.15:1 of the Code of Virginia. Resident may request in writing, at least five days prior to the final move-out inspection of the premises, to be present at said inspection. If any portion of the deposit is retained by Landlord, Landlord shall forward to Resident, within the time period specified in the aforementioned Code section, an itemized accounting of the proceeds that are being retained and the reasons therefore. Resident agrees to notify Landlord, in writing, of his/her new address as soon as the premises are vacated. In the event Resident defaults on any provision of this contract, the deposit may be used by Landlord to apply against any actual damages incurred by Landlord due to said default by the Resident. (THE DEPOSIT MAY NOT UNDER ANY CONDITIONS BE DEDUCTED BY RESIDENT FROM ANY RENTAL PAYMENTS).

Landlord will retain the Non-Refundable Restoration Fee to offset any actual expenses incurred by Landlord in performing certain cleaning and painting duties required in the apartment unit, as further stipulated in the Policies and Procedures Handbook.

Resident: _____	Date: _____
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3. APPLICATION FEE: All money paid upon signing of this Lease will be deemed an Application Fee until the effective date of the Lease. Upon the effective date of the Lease, all money paid as a Refundable Reservation Deposit will be held and credited as Resident's security deposit. Also, upon the effective date of the Lease, all money paid as a Non-Refundable Restoration Fee will be held and applied as stipulated herein. Failure to take possession of the apartment unit will result in Landlord exercising all rights and remedies available to Landlord under Virginia law, including the disposition of said Application Fee in accordance with §55.248.6:1 of the Code of Virginia.

4. SERVICES: Landlord shall not be responsible for or liable for delivery of messages, telephone answering service, mail or parcel delivery, nor for any service not expressly provided for in this lease. From time to time the Landlord may accept at its place of business parcel deliveries, however, the Landlord is not responsible for any loss or damage to any parcel delivery that is delivered to its place of business. The Resident must provide the Landlord with positive proof of identification before any package will be relinquished from the Landlord's place of business. This Lease shall not be terminated because of interruption of any 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 Resident and has made timely efforts to repair them.

5. MAINTENANCE OF PREMISES: Landlord shall be responsible for keeping and maintaining at his cost and expense the exterior walls, roofs, electric wiring, water, gas and sewage pipes, heating system, and appliances (excepting any of the above for which the municipality is responsible) in good and sanitary order, except where the damage and disrepair thereto has been caused by abuse or negligence of Resident, his family, or guests, but Landlord in no way assumes liability for maintenance of public areas.

Resident is responsible for keeping clean, clear and unobstructed his own entrance and the steps and walkways, if any, leading to his private entrance from the parking lot sidewalk. Landlord is not responsible for repairing broken glass, window panes, screens, doors, or patio door glass broken or damaged under any circumstances. Resident agrees to keep the premises clean at all times: trash and garbage is to be removed twice a week; dirty dishes shall not be left out in order to prevent mice and roach problems; carpets are to be vacuumed and cleaned regularly; floors are to be kept cleaned.

6. FROZEN PIPES: Resident agrees not to turn heat below 60 degrees to prevent freezing of pipes. Resident agrees to allow Landlord to turn heat up to 60 degrees in the event pipes are in danger of freezing. Resident will pay to repair all pipes that may burst due to his negligence, and any resulting damages.

7. GROUNDS AND PATIOS: Resident agrees that grounds and patios are to be kept clear and unobstructed, (i.e.) no storage accumulation or personal belongings, tires, trash, etc. No clotheslines, clothing, towels, or linens are to be strung on patios or balconies. No satellite dishes or grills of any kind, are permitted on patios or balconies. No yard sales, garage sales, moving sales or the like are permitted without the written permission of the Landlord. Landlord cannot provide tools or other equipment to Resident.

8. VEHICLES: No vehicle with flat tires, in an unsightly state of repair; jacked up on supports, inoperable or without current state, city, or county licenses or permits shall be permitted to remain on the premises without approval of the Landlord. Vehicles in violation of these requirements are subject to being towed at the owner's expense. No maintenance of any kind on any motorized vehicle shall be performed on Sunchase property. Trailers, boats, commercial vehicles, campers, or the like are not permitted on Sunchase Apartments' property. All cars must be fully licensed and registered or they will be towed. Landlord reserves the right to issue parking permits for parking at any time he deems necessary, or to do away with any reserved parking spaces or programs.

9. PETS: Pets are not allowed without the express written consent of Landlord, which must be obtained BEFORE the pet is brought onto the premises. Resident

understands that there will be additional fees charged in the event that permission for a pet is given.

10. POSSESSION: Landlord agrees that in the event of the failure of Landlord to deliver possession of the premises at the time herein agreed, then Resident shall not be liable for rent until such time as Landlord delivers possession.

11. REPAIRS: Resident agrees that he will take care of the premises and fixtures and equipment therein, and upon the expiration of the rental period, or any extension thereof, will leave the premises thoroughly cleaned and in good condition, ordinary wear and tear excepted. Resident shall be responsible for all repairs which are in excess of ordinary wear and tear. Accumulation of grease or the injuring of walls, ceiling or floors, or appliances, will not be considered ordinary wear and tear. RESIDENT FURTHER AGREES THAT HE WILL GIVE LANDLORD PROMPT WRITTEN NOTICE OF ANY DEFECTS IN THE PREMISES OR IN ANY OF THE EQUIPMENT, APPLIANCES OR PARTS THERETO AS SOON AS RESIDENT IS AWARE OF THEM. Resident agrees to pay for all expenses caused by his failure to promptly report any defect and for all necessary repairs in the premises or in the equipment thereof caused by his own negligence, or that of his family, invitees, employees or agent.

12. MANAGEMENT ENTRY: Landlord may enter the premises for the following purposes: to inspect to see if Resident is complying with the provisions of this lease; to make repairs; to show the premises to prospective purchasers, mortgagors, and Residents, and/or any other purpose permitted under Virginia law. Such entries shall not be so frequent as to seriously disturb Resident's peaceful enjoyment of the premises. Such entries shall take place with prior notice to Resident; consent shall not be unreasonably withheld. If Landlord or its Agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without Resident's consent. Resident agrees to allow access and occupancy to workmen for redecorating, repairing or remodeling the premises.

13. FAILURE TO PAY RENT; BREACH OF COVENANTS; BANKRUPTCY: In the event of (1) Resident's material breach of this Lease, (2) Resident's abandonment of the premises; or (3) the filing of bankruptcy or insolvency proceedings by or against Resident or the appointment of a Receiver or Trustee of his property, or (4) Landlord not receiving any payment of rent or other charge by the fifth day of the month for which it is due, (5) Resident's denial of any rights reserved in this Lease to Landlord, (6) the institution of legal proceedings by or against Resident looking to a disposition of the premises or any part thereof, or (7) the use of the premises by Resident or others for any illegal purpose, Landlord shall have the right as permitted under applicable Virginia law (A) to enter and retain possession of the premises by any lawful means and remove Resident and his effects by an appropriate unlawful detainer and subsequent eviction proceedings or otherwise, and hold the premises as if this Lease had not been made; or (B) to distrain for rent; provided that Landlord's recourse to any of these remedies shall not deprive it of any other action or remedy permitted by law. Should Landlord pursue any of the remedies listed, Resident shall be liable as follows:

- A. For all installments of rent and other charges for the remainder of the term of this Lease, which shall immediately become due and payable.
- B. For all expenses which may be incurred by Landlord in connection with re-renting the Premises, including, but not limited to, brokerage, advertising and other such administrative expenses. The parties acknowledge the impossibility of ascertaining the amount of such expenses and Resident therefore agrees to pay an amount of \$250.00 as payment in full for Landlord's expenses in connection with re-renting the premises.
- C. For any court costs incurred by Landlord for collection of unpaid rent or other charges under this Lease including, but not limited to, reasonable attorney's fees.
- D. For a collection fee of 25% of the amount sued for under this Lease, payable to the Agent for, but not limited to, the Agent's cost for processing all civil papers, research, case investigation, conferences with counsel, collection expenses, etc.
- E. Resident expressly authorizes Landlord or Landlord's Agent (including a collection agency) to obtain Residents consumer credit report, which Landlord or Landlord's Agent may use if attempting to collect past due rent payments, late fees or other charges from Resident, both during the term of the lease and thereafter.

Resident: _____	Date: _____
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14. PARTIAL PAYMENTS: Acceptance by Landlord of partial payment of rent or other charges shall not be considered or construed to waive any right of Landlord, or affect any notice or legal proceedings, unless both parties shall agree otherwise in writing. Any payment made after initiation of court proceedings, or after Resident receives notice of material non-compliance or other breach of the Lease, will be accepted with reservation. Where Resident offers in writing reasonable cause of inability to pay the full amount of the rent when due and where Landlord agrees in writing, a schedule of timely and consistent partial payments may be utilized to enable Resident to fulfill his or her obligation to pay rent under this Lease. Landlord's agreement to such a method of payment shall not, however, operate as an acceptance of this method beyond the month for which it is utilized without the consent of Landlord to extend it to one or more additional months, and in no way constitutes a waiver of Landlord's rights under this Lease.

15. LIENS: In the event of any default by Resident in the payment of rent which would give Landlord one or more of the remedies available under paragraph 13 of this Lease, Landlord shall have the lien granted by the law upon all property of Resident located in the premises.

16. ALTERATIONS: Resident agrees not to make alterations, installations (including installation of additional locks or chain latches), repairs or redecorations of any kind to the premises without the prior written consent of Landlord. Such consent shall not be unreasonably withheld but Landlord may require Resident to return the premises to their original condition when the lease term is completed. No electric space heaters, kerosene heaters or wood burning stoves will be permitted on the premises. No waterbeds will be permitted on the premises without proof of insurance acceptable to Landlord and Landlord's prior written consent. Resident agrees that any change or alteration made to the premises shall, at the option of the Landlord, become a permanent part of the premises, and if this option is exercised by the Landlord such a change or alteration shall not be removed by Resident upon the expiration of this Lease.

17. RENEWAL: This Lease shall automatically terminate on the expiration date of this Lease.

18. FAILURE TO VACATE: Fulfillment of the requirements of the Resident to vacate the premises on or before the termination date is essential in order to permit Landlord to rent and meet the requirements of a new residency. Should Resident fail to vacate on or before the termination date, the rental for the holdover period shall be the rental rate for the duration of the holdover period or one month's rent, whichever shall be greater. Resident shall be liable for any damages suffered by Landlord due to Resident's failure to vacate on or before the termination date.

19. VACATING: Upon termination of the Lease, Resident shall completely vacate the premises, including the removal of all his or her property. No right of storage is given

by this Lease, and Landlord has no duty to protect Resident's possessions against loss. In the event Resident's property is not removed, Landlord may dispose of same at its discretion, without any liability to Resident for damage or loss in accordance with applicable Virginia law. Resident shall pay for all costs of removal and/or storage of such property. Any item left behind by Resident not claimed within 10 days of the lease end date, will be disposed of by Landlord in accordance with applicable Virginia law.

Before departure, Resident shall turn over to Landlord the premises, all its fixtures and equipment in good and substantial repair; thoroughly cleaned and in sanitary condition, reasonable wear and tear accepted. Landlord will inspect the premises, in Resident's presence if requested by Resident, to verify the condition of the premises and its contents.

20. ABANDONMENT: Vacant or apparent abandonment of the premises (whether or not the keys are returned and accepted by the Landlord) shall give Landlord the right to possession and the option to terminate this Lease, and to remove any remaining personal effects therein and dispose of the same in a manner within his sole discretion in accordance with applicable Virginia law. Resident is required to notify Landlord when Resident will be absent from the apartment in excess of 7 days as provided under applicable Virginia law.

21. QUIET ENJOYMENT/USE OF PREMISES: Landlord covenants that Resident, on paying the rent and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the premises. The premises shall be occupied only by Resident as a private dwelling and for no other purposes. No other persons other than those signing this Lease as Resident or listed as authorized occupant, whether or not such person is a member of the family of the Resident, shall occupy the premises. Resident covenants that no use shall be made or permitted to be made of the premises, or any part thereof, and no acts done therein that may unreasonably disturb the quiet enjoyment of any other Resident in the building of which the leased premises are a part. In the event that Resident's conduct, or that of his family or invitees, is unreasonably injurious or damaging to Landlord and/or the rights, privileges or welfare of the other occupants of the apartments, Landlord may terminate this lease as provided for in the Virginia Residential Landlord Tenant Act.

22. INJURY, DAMAGE, OR DESTRUCTION: Landlord shall be liable to Resident only for any damages to Resident's person or property by reasons of Landlord's negligent failure to keep said premises in reasonable repair. FOR YOUR OWN PROTECTION, WE STRONGLY URGE YOU TO OBTAIN TENANT FIRE, EXTENDED COVERAGE, AND LIABILITY INSURANCE ON THE PREMISES AND ITS CONTENTS. In the event of the destruction of the leased premises by fire, explosion, the elements, or otherwise through no fault or negligence of Resident, his family or guests, or in the event of such partial destruction as to render the premises unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, be terminated as of the date of such damage, and the accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the lease, Landlord shall enter and repair the premises with reasonable speed and, if Resident continues to occupy for the duration of such repairs, the rent will be reduced by a reasonable amount for the period during which repairs are completed.

23. KEYS: In the event that Resident gets locked out of the premises during office hours, a key may be obtained from the Sunchase Apartments office or other such place as Landlord may designate to Resident in writing. If a key is procured by Resident during office hours, Resident agrees to pay a fee not to exceed \$5. If, however, a key is delivered after office hours, Resident agrees to pay a fee not to exceed \$60. Landlord makes no promise that any employee will be able to deliver a key after hours. Keys which are loaned to Resident by Landlord must be returned within thirty (30) minutes or by the close of business that day, whichever comes first, or Resident agrees to allow Landlord to rekey the lock. Resident agrees to pay for the cost of the labor and materials to rekey the lock. POSITIVE PROOF OF IDENTIFICATION WILL BE REQUIRED BEFORE LANDLORD WILL PROVIDE ACCESS TO THE UNIT; KEYS WILL NOT BE RELEASED TO ANYONE NOT A PARTY TO THE LEASE. On or before the expiration date of this Lease, all copies of the keys to the premises must be returned to the offices of Sunchase Apartments, 501 Sunchase Boulevard, Farmville, VA 23901. Failure to do so will result in a charge to the Resident to replace or rekey all locks.

24. NOTICES: Notices may be served upon Resident in person or by regular mail, whether or not said mailing is accepted by Resident. Written notice of termination to Landlord, as well as other written notices required in this Lease, must be presented or mailed to Sunchase Apartments office or other such place as Landlord may designate to Resident in writing.

25. RECEIPT: Each of the parties acknowledges receipt of a copy of this Lease as well as a copy of the Policies and Procedures Handbook, which shall be incorporated by reference herein. The Lease shall be binding upon and inure to the benefit of Landlord and his successors in interest.

26. CONSENT AND WAIVERS: It is expressly stipulated that all covenants herein are independent. Express and implied warranties of habitability shall not extend beyond those areas or those repairs for which Landlord has assumed responsibility.

27. AUTHORITY: All Residents named herein are jointly and severally liable for all terms and conditions of this Lease.

28. FINAL AGREEMENT: This Lease contains the final and entire agreement between the parties hereto and no party to this Lease shall be bound by any term, condition, or representation, oral or written, not set forth or provided within it.

29. MODIFICATIONS: All modifications of this Lease shall be in writing and executed by both parties; NO ORAL MODIFICATIONS OR AGREEMENTS HAVE BEEN MADE OR SHALL BE MADE.

30. EQUIPMENT AND UTILITIES: The Landlord agrees that he will furnish those utilities and equipment listed below:

<u>Utilities</u>	<u>Equipment</u>
Water/Sewage	Dishwasher
Trash Removal	Disposal
	Air Conditioner
	Refrigerator
	Range
	Microwave
	Washer/Dryer

(A) Landlord reserves the right to implement a ratio utility billing system, within the meaning of §55-226.2 of the Code of Virginia,(1950), as amended, for water and sewer/wastewater and natural gas usage, at any time during the term of this lease and until Resident vacates the premises. Such ratio utility billing system shall utilize a formula based upon the number of bedrooms. Landlord shall provide Resident with sixty (60) days prior written notice of the implementation of said ratio utility billing

system. In the event of such ratio utility billing, Landlord, or Landlord's agent, will bill the Resident for Resident's water and sewer/wastewater and/or natural gas usage based on Resident's pro-rated share of the Landlord's total bill and any applicable fees permitted under §55-226.2. Resident will pay for the utilities as billed within fifteen (15) days, and a five dollar (\$5.00) late fee shall be assessed for failure to pay within fifteen (15) days.

(B) Resident is responsible for contacting the local utility companies to initiate services for which Resident is responsible and must maintain those services through the term of the lease to avoid damage to the premises. SERVICE MUST BE INITIATED ON OR BEFORE THE DATE UPON WHICH THE LEASE COMMENCES.

(C) Landlord reserves the right to separately meter or to sub-meter the premises for water and sewer/wastewater and natural gas usage at any time during the term of this lease and until Resident vacates the premises. Landlord shall provide Resident with sixty (60) days prior written notice of said separate metering or sub-metering of the premises. Resident shall permit Landlord access to the premises to make alterations necessary for the installation of a separate or sub-meter. In the event of such sub-metering, Landlord or Landlord's agent will bill the Resident for its water and sewer consumption based on its pro-rated share of the Landlord's total bill and any applicable administrative fees.

(D) Resident hereby agrees to pay for all water and sewer costs, including but not limited to usage fees, taxes, and administrative fees, incurred by the Landlord in excess of \$30.00 (per lease) per 8-week period. Such fees shall be due and payable as additional rent. This fee shall be pro-rated for any partial month of tenancy and is due on the first of each month, subject to the terms and conditions outlined in Section 1 above.

Resident: _____	Date: _____
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31. APPLIANCES: No washer, dryer, portable dishwasher or other appliances may be installed in any unit without the written permission of the Landlord. Any costs incurred to remove these items or repair any item in the apartment caused by violation of this provision will be billed to the Resident.

32. RESIDENT HEREBY ACKNOWLEDGES RECEIPT OF THE APARTMENT POLICIES AND PROCEDURES HANDBOOK AND AGREES THAT THE APARTMENT POLICIES AND PROCEDURES HANDBOOK IS INCORPORATED BY REFERENCE INTO THIS LEASE AGREEMENT AND RESIDENT FURTHER AGREES TO COMPLY WITH IT INCLUDING ANY REASONABLE MODIFICATIONS WHICH LANDLORD MAY MAKE OF WHICH RESIDENT HAS NOTICE:

Resident: _____	Date: _____
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33. ORDINANCES AND REGULATIONS: Resident and Landlord agree not to violate any county or city ordinance, or state or federal law. Resident agrees not to commit or permit any waste or nuisance in or about the premises, or keep any combustible materials in the premises or do anything that might create a hazard or fire on the premises. Resident acknowledges that the sale, distribution or use of illegal drugs or abuse of legal drugs is expressly prohibited by state and federal law. Such activity engaged in by Resident or guests, or any arrests for such activity in or around Sunchase Apartments, will lead to immediate termination by landlord of this Lease pursuant to Section §55- 248.31 of the Virginia Residential Landlord Tenant Act.

34. ASSIGNMENT: In accordance with §55-248.7(E) of the Code it shall be within the Landlord's sole discretion whether or not to provide subletting or re-rental services to Resident. Resident cannot engage in sublets, transfers or occupancy changes without prior written permission of Landlord.

35. VIRGINIA RESIDENTIAL LANDLORD TENANT ACT: This agreement is governed by the Virginia Residential Landlord Tenant Act. In the event any provision in this Lease or the Policies and Procedures of Sunchase Apartments conflicts with the requirements of that act, the act will control and the conflicting provisions of this Lease or the Policies and Procedures will be considered deleted.

36. TELECOMMUNICATION SERVICES: Resident understands and agrees that at all times during the term of the Lease Agreement, Landlord shall have the absolute right to determine who shall provide cable television service to the premises. Landlord may replace the then-current provider of cable television service with some other provider of such service. The absolute right of Landlord to determine who shall provide cable television service, and to replace any such provider at any time, shall not be diminished or affected by the existence or terms of any agreement between Resident and any such provider of cable television service. Resident hereby consents and gives Landlord permission to disclose Resident's name, addresses, telephone numbers, electronic mail addresses and lease agreement terms to the provider(s) of network access, cable television and telephone services for the Premises. Any information disclosed to said provider(s) is solely for the use of the provider(s) for the express purposes of providing telecommunications services to the Resident.

37. SUBORDINATION: Resident agrees that this lease is and shall be subordinate in lien, dignity, and priority to the lien of any mortgage or deed of trust placed upon the premises by landlord. Resident agrees further to attorn to landlord's successors in interest and assigns, including landlord's mortgagees or purchasers at foreclosure from deeds of trust encumbering the premises or grantees under deeds in lieu of foreclosure. It is understood, however, that such subordination by resident as to any future mortgages or deeds of trusts, shall only be given by resident and become effective if, as and to the extent that resident shall have been given in writing as agreement of quiet enjoyment and nondisturbance, in form reasonably acceptable to resident, by landlord's future mortgagees, providing, in substance, that upon resident's attorning to such parties they will permit resident to remain in possession of the premises and to have quiet enjoyment thereof pursuant to the provisions of this lease.

38. DISCLOSURES: Douglas E. Caton, a licensed Real Estate Broker in the Commonwealth of Virginia, has an ownership interest in Sunchase Apartments. Sunchase employees work for Management Services Corporation, which is wholly owned by Douglas E. Caton. Employees of the property are not required to have a Virginia Real Estate Salesperson's license. Some of the employees of the property, however, do hold a Virginia Real Estate Salesperson and/or Broker license.

39. REPRESENTATIONS IN RENTAL APPLICATION: The Lease Agreement was entered into based upon the representations of Resident(s) contained in the Rental Application. If any of those representations are found to be misleading, incorrect, or untrue, Landlord may immediately terminate this Lease Agreement and notify Resident(s) to vacate the Premises.

40. MOLD AND MILDEW: Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Apartment; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph.

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

42. Pursuant to Virginia code section 55-248.6 of the Virginia Residential Landlord Tenant Act, Management will provide notice to residents as deemed necessary via email. By providing a current and accurate email address below Resident acknowledges and agrees to this provision and will accept notice via email. It is the resident's responsibility to notify Management if the email address listed below changes during the lease term. Further, should resident elect to have notice sent and received in paper form, please so notify Management in writing of this election.

Email1:	Email2:
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43. Sunchase Apartments makes every reasonable effort to match roommates based on the roommate profile information provided to us by our residents and applicants. Sunchase Apartments, however, cannot and will not guarantee that any such roommate housing arrangement will ultimately be compatible in every instance. To that end, please note that neither Sunchase Apartments nor its management agents will accept responsibility for mediating or responding to internal roommate disputes, unless the factual circumstances concerning the disputes are verifiable and involve or constitute a breach of the subject lease agreement, the community rules and regulations, and/or any applicable provision of local, state or federal law. Before Management can respond appropriately to any such alleged breach, it must receive timely and written notice of the alleged breach. In addition, any alleged breach that relates to unlawful or illegal activity should be reported immediately to the appropriate local, state, or federal law enforcement office, as well as to Management. Until it receives proper and timely written notice of any such alleged breach, and until it is afforded an opportunity to verify that any such alleged breach actually occurred on the property of Sunchase Apartments, neither Sunchase Apartments nor its management agents will have the authority or the ability to take any action or to pursue any legal recourse in response to the alleged breach.

ADDITIONAL NOTES AND ADDENDA

Refer to Cover Page

WITNESS THE FOLLOWING SIGNATURES:

Resident _____

Date _____

By: _____
Landlord's Authorized Agent

Date _____

UPDATED 8/18/2010 (THIS FORM REPLACES ALL PREVIOUS VERSIONS)
(TO BE USED FOR PROJECT 197
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