Resident Policies and Procedures

Westgate Apartments & Townhomes

8025 Ashland Avenue, Manassas, VA 20109
703-368-0164

Professionally Managed by:

MSC
Management Services Corporation
Real Property Managers, Developers and Brokers

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Welcome

THE RESIDENT POLICIES AND PROCEDURES HANDBOOK

Welcome to our community, we are pleased that you have chosen to make your home with us! Our goal is to provide you with exemplary service and make sure your living experience with us is the best one imaginable.

We are committed to complying with all federal, state, and local fair housing laws to ensure that you, as well as all our residents, can enjoy the comfort of our exceptional community. To do so, we have established guidelines for everyone in the community to follow.

We ask that you respect the rights and comforts of all your neighbors and help maintain a quiet and clean community by following the guidelines contained within this Policies and Procedures Handbook. As such, it is imperative that you read this Policies and Procedures Handbook carefully, as you and your guests are required to abide by these provisions

All our residents and their visitors have a responsibility to maintain the safety and well-being of the community, your apartment/townhome, and the property's amenities. Together, we can keep our community exceptional!

OFFICE HOURS AND CONTACT INFORMATION

Business Office and Club Room:	Monday-Friday: 9:30 a.m. - 5:30 p.m. Saturday: 9:00 a.m. – 4:00 p.m. Sunday: Closed
Fitness Center:	6 a.m. to 11 p.m. Daily
Pool:	Seasonal Monday - Friday: 12 p.m. – 8 p.m. Weekends & Holidays: 10 a.m. – 8 p.m.
Business Office:	Phone: (703)-368-0164 Fax: (703)-368-0931 Email: Westgate@msc-rents.com Website: www.WestgateRents.com https://0127.MriResidentConnect.com/
Maintenance & After-Hour Emergencies:	(703)-361-5779, Option #2
Fire, Police, and Medical Emergency:	911
Non-Emergency Police:	(703)-792-6500
NOVEC Electric:	(703)-335-0500
A&A Towing:	(703)-897-1444

WESTGATE APARTMENTS & TOWNHOMES RESIDENT CONNECT PORTAL

The resident portal effectively extends Westgate's office hours, providing a secure and easy-to-use website that gives you control over your experience at our community and the ability to communicate with our team 24/7/365.

In today's world, the ability to conduct business online with your community's management team has moved from being a convenience to a necessity. Our resident portal empowers you to:

- Pay rent and fees
- View real-time statements and account balances
- Submit and view status on service requests
- Communicate with leasing team members
- Stay current on community news and events

If you have not already set up your resident connect portal account, here are five easy steps that detail what to do to get started using our resident portal:

Step 1:	**Go to the resident portal for our community:** **https://0127.MriResidentConnect.com/**
Step 2:	Navigate to the link provided and click Create Account
Step 3:	Populate the shown fields with your email address, last name, and date of birth and submit
Step 4:	Retrieve the username and temporary password sent to your email
Step 5:	Upon your first login, you will be prompted to reset your password. Then you can start interacting with Westgate members and managing your resident account at your convenience

RENT PAYMENTS

Rent is due on the first (1st) of each month. A late fee and legal processing fee will be assessed to all unpaid accounts after the 5th day of each month. Please refer to your lease agreement or contact the office with any questions regarding late fees. Please make sure your current address is listed on your payment.

All payments made to the community that are returned by the bank for any reason will result in a late fee and returned check fee. Checks will not be redeposited. If there are two (2) or more checks returned, or electronic payments, resident will only be permitted to pay in certified funds for the remainder of their tenancy.

Although we cannot accept cash, rent can be paid in three ways:

ONLINE RENT PAYMENTS

Why leave the comfort of your home, when you can simply pay rent online? We encourage residents to use our online resident connect portal to make rent payments located at the address listed above. It is easy and convenient, and you can review your balance and see your payment on your ledger immediately. There are transaction fees for using a credit card. Fees are subject to change based on the consumer pricing index. Please refer to the disclaimer when making your online payment for the transaction fee costs. If you do not wish to make online payments, personal checks, money orders and cashier's checks are also accepted.

RENT DROPBOX

There is a drop box to the left of the Westgate Business Office entrance door in which you can drop off your rent payment at any time, available 24/7.

MAIL YOUR PAYMENT

You can mail your payment to our office to the address listed on the cover of this Policies and Procedures Manual. Be sure it is received in our office by the due date as we pay no regard to the post date on the envelope.

UTILITIES

At Westgate, your monthly utility fee includes water, trash and gas (heating and cooking). You are responsible for Electric through NOVEC at 703-335-0500. Electric service should be placed in your name with NOVEC on or before your move-in day. You are responsible for all utilities in your apartment/townhome until the date of your lease expiration, regardless of your move out date. Please do not disconnect electric or any other services until your lease ends.

MOVE-IN INSPECTION

In accordance with the Virginia Residential Landlord Tenant Act, you have been provided with a Move-in Inspection form to be used to list any pre-existing conditions that you see in your new home. **You have five (5) days from the date you move-in to return the list to the Leasing Office with any damages listed that you don't want to be charged for upon move out.** Please follow these guidelines in completing the form. A copy for your files will be provided upon the return of the inspection sheet.

A. PLEASE DO NOT put maintenance requests on the move-in inspection sheet. Attach a separate sheet of paper for maintenance requests or call the phone number on the cover of this Policies and Procedures Handbook to submit a maintenance request.

B. If in doubt - write it down! If you have any questions about the Move-In Inspection, please contact the Leasing Office. We are here to help you!

C. Your Move-in Condition Report also includes the number of keys, mailbox keys that you received at Move-In. You will be responsible for returning the number of items indicated on this report, so verify that you have received the correct amount at move-in.

PRIVACY POLICY

We believe in your right to privacy, and will not give out your name, address, email information, phone number to anyone. Therefore, it is very important to provide your new contact information to your friends and relatives, or anyone you want to be able to reach you.

TENANT LEGAL LIABILITY INSURANCE

As described in Paragraph 24 of your Lease Agreement, you are required to secure and maintain a minimum of $100,000 Tenant Legal Liability Insurance for damages to the Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects.

We offer this coverage for $15.50 per month per adult, if unmarried. All occupants of the apartment over the age of 18 must have coverage and be listed on your insurance declaration page. Please note this insurance does not cover your personal property or belongings. Please provide the declaration page at move in if you choose to use your own company.

Your Services

MAIL DELIVERY

Mailboxes are centrally located in each building and for your protection, each mailbox may only be accessed by the key provided to you at move-in. Apartment Mailboxes coordinate to your apartment number.

PACKAGE ACCEPTANCE

Another way we make your life easier is by accepting delivery of your packages when you are away. You will be required to provide a photo ID and sign the Package Log when you pick up your parcel. We will not accept delivery of large items that must be placed directly into your apartment, such as furniture. We also do not accept any responsibility or liability for any packages, including perishable items or lost or damaged items. Package pick up is not available after office hours, so if you have a time sensitive package that you are unable to retrieve during office hours, please contact us to make alternate arrangements.

EXTERMINATION

Another service we provide is a preventative pest control program for the interior of your home. Extermination treatments are proactively completed on a rotating schedule and you will be notified at least 48 hours prior to this service being completed in your apartment. If you notice a pest of any sort, please contact our office immediately. Extermination for fleas and bed bugs are completed at the expense of the resident.

LOCK OUTS

There is nothing worse than locking yourself out! During office hours, come by the Business Office with your photo ID and we will lend you a key to get into your apartment/townhome. Please do not forget to return any borrowed keys to us by the close of business that day, otherwise you will incur the cost for us to rekey the lock, which could be expensive for you. After hours, please call our Emergency Maintenance number and the on-call Maintenance Technician will provide you with access if they are able. Remember that you must show your photo ID to the technician. Unfortunately, we cannot guarantee that any employee will be able to deliver a key after hours. Attempting to gain access through windows or other means is prohibited.

Considering that the technician will be required to come back to the property from his home, please be patient. Also of note, there is a fee not to exceed $125 for lock out service provided after hours. Lastly, we hope you understand that keys will not be released to anyone who is not a party to the lease.

MAINTENANCE

One of the many benefits of living in our community is the top-notch maintenance service we strive to provide-typically within 24 hours! During office hours, your Maintenance requests can be called into the office or submitted online through the resident portal.

Please note that if you have a clogged sink or drain, please DO NOT use any type of drain opener. Call our office and we will have maintenance unclog the drain. Not only can the harsh chemicals in drain openers harm the pipes, they can also be dangerous to our technicians if they still need to clear your drain line.

We are also pleased to provide our residents with 24-hour Emergency Service that can be reached at the Emergency Maintenance number listed on page 4 of this Policies and Procedures Manual. Hopefully, you will never need this service, but if you do, you will certainly appreciate having our trained service staff just a phone call away. Before you pick up the phone, please ensure that your issue is a true emergency. Below you will find a list of what we typically consider an emergency situation:

- **No Hot Water in your Apartment**
- **No Heat, outside temperature is below 50 degrees**
  This is only an emergency in cold winter weather when the temperature is below 50 degrees and if you are unable to use the Emergency Heat function.
- **No Air Conditioning, outside temperature is above 80 degrees**
  We do not respond to Air Conditioner calls **after** 8 pm. Not only do the evenings cool down and make the high temperatures more tolerable, but it is difficult for our technicians to diagnose problems on an HVAC unit in the dark. Air conditioning repairs may be performed after hours if a medical condition is of concern.
- **Flooding of your Apartment/Uncontrollable Flow of Water/Sewer Back-up**
  If you are able, turn off the water valve to the fixture or appliance prior to calling Emergency Maintenance. Call us immediately if you cannot control the water from your faucets, sinks, tubs, toilets, water heater, etc. that may cause or is causing a flood in your apartment.
- **Clogged or Backed Up Toilet**
  This is considered an emergency ONLY if there is only one toilet in the unit AND you have made every effort, including plunging, to clear the stoppage yourself. In either case, turn off the valve behind the toilet, shut the toilet lid and clean up any mess so the area is clean enough for our

technicians to work. In the event the clogged or backed up toilet is fixed by the technician solely plunging the toilet, resident may be charged a $50 fee.

- **Broken Window or Unsecure Door**
- **Refrigerator Not Cooling**
  This will be prioritized in the morning of the following business day, unless it is a Friday or Saturday, in which case, please call emergency maintenance.
- **Oven/Stovetop**
  If all four cooking surfaces on the stovetop and the oven are inoperable, please call emergency maintenance.
- **No Electricity in your Apartment**
  If your entire apartment is without power, contact your local energy provider. If only certain outlets are affected, please try to reset the GFI breakers prior to calling Maintenance. If the electric is out in certain rooms or portions of rooms, please contact us to discuss the necessity of electricity in that particular room for the evening. The technician may attempt to walk you through resetting the breaker prior to coming to the property or may determine that the outage is not significant enough to be considered an emergency. If you have burnt or sparking electrical outlets or switches, please call emergency maintenance.
- **Gas Leaks or Smell of Gas Where Applicable**
  Call 911 first! Then contact your gas provider from a phone NOT located in the apartment. Sparks from phones, even cell phones, can ignite gas. Natural gas has the unmistakable odor of rotten eggs. If you suspect an appliance is leaking gas, turn off the appliance and vacate the premises, then contact your gas service provider as well as Emergency Maintenance.
- **Fire**
  Call 911 first! Then call us.
- **Noise Complaints or Security Concerns**
  Contact the Police at 911 if you feel a situation could endanger you, other residents, or the property.

Please note the following are NOT considered an emergency:

- Garbage disposal not working
- Dishwasher not working
- Clogged sink or tub
- Clogged toilet in a home with multiple toilets

These will be addressed the following business day during normal operational hours.

In the event that you make an appointment for a maintenance request to be completed in your home, but the Facilities Team is unable to perform the requested work at the scheduled date and time due to your actions or inactions, such as your not being at home at the scheduled date and time or your unreasonably refusing or delaying entry at the scheduled time, we will then charge your account a rescheduling fee of $50. If, however, management has to reschedule your appointment due to an emergency or due to no fault of yours, then there will be no assessment of a rescheduling fee. Additionally, when you submit a maintenance request with no specific appointment date and time indicated, but the Facilities Team nonetheless cannot perform the requested work due to an unsecured animal/pet in your home or if you again unreasonably refuse entry when the team arrives at your home, we will also charge your account a rescheduling fee of $50.

Making sure everyone feels like they are at home means everyone needs to be a good neighbor. You are responsible for not only your actions, but for the actions of occupants and guests of your apartment/townhome. In order to maintain a quiet, clean community, it is necessary for all residents to respect the rights of their neighbors, and to follow the guidelines of the community. Please exercise care and courtesy when using some of the fabulous amenities in your community.

COMMON AREAS

The area surrounding your apartment including lawns, sidewalks, and any other open spaces in the community and buildings that are shared with other residents are to be enjoyed with consideration of your neighbors. Personal items left in the common areas may be removed and disposed of, without notice, at the expense of the resident.

Drinking of alcohol in public is not allowed on the property.

Please drive carefully throughout the community and be cautious of pedestrians. A 10 MPH speed limit is observed throughout the property.

Please keep our community beautiful and do not litter. All trash should be taken to the trash dumpster and disposed of properly. Do not place garbage bags, newspaper, etc. outside your door, on your patio or balcony, or on your front stoop.

The County and State Fire Codes prohibit the placing of trash, boxes, tricycles, bicycles, toys, grills etc. in the entrance, hallway or on the steps of buildings. For your safety and the safety of those around you, please obey the Fire Codes.

PARKING

In an effort to provide convenient parking for our residents, Westgate enforces the following policies:

- A maximum of two parking permits are provided for each apartment provided there are two leaseholders. **PARKING PERMITS MUST BE CLEARLY DISPLAYED IN THE LOWER RIGHT CORNER OF THE VEHICLE'S REAR WINDSHIELD**. A parking permit affords you the right to park in the community, but does not guarantee a parking space. Lost parking permits will result in a fee for replacement. A damaged permit will be replaced at no cost provided the unusable permit is returned.
- Residents may not park or store vehicles in designated Visitor Parking spaces. Any vehicle belonging to a resident that is parked in Visitor Parking is subject to towing at the vehicle owner's expense. Vehicles belonging to visitors may park in designated Visitor Parking spaces; however, visitor vehicles parked in Visitor Parking for more than 2 consecutive nights are subject to towing.
- Parking or storing commercial or large recreational vehicles including boats, campers, trailers and wave runners is not permitted.
- Abandoned vehicles will be towed.
- Vehicles parked in fire lanes or other non-parking areas (such as grassy areas, by yellow curbs or fire lanes, unmarked spaces, blocking ingress/egress or access to trash dumpster, etc.) will be towed without warning. Cars not parked in between the lines and taking up more than one parking space will also be towed at vehicle owner's expense.
- NO vehicle repair of any kind is permitted on the property.
- All vehicles parked on the property must:
    - be in running order and not pose a threat to property or safety,
    - be properly licensed, equipped with current inspection sticker,
    - display current parking permit or be parked in a space designated for visitors.
- Warnings for improperly parked vehicles are given only at our discretion prior to towing, as

required by law. Towing occurs at the expense of the vehicle owner. Parking privileges may be revoked for repeated failure to observe parking rules and regulations.

- If you are towed, please contact the towing company listed in the front of your Policies and Procedures Handbook under the *Office Hours and Contact Information* section. Please note that the towing fee is charged by A&A towing and not our community.
- If you obtain a new vehicle, be sure to remove your sticker from your old vehicle and bring it to the Business Office along with your new vehicle registration to obtain a new parking sticker.
- Parking permits must be returned to the Business Office upon move-out or a fee will be charged for each permit not returned.

Electric Devices and Electric Vehicles

Due to continuing reports highlighting the safety risks (injury to self, others, and fire risk) of self-balancing electric wheeled boards (Hoverboards), electric bikes, electric scooters and other such electric devices, the use, possession, charging and/or storage of these devices is prohibited in all buildings including apartment interiors, breezeways, and corridors.

You are not allowed to charge any EV or other electric device by running an extension cord from the dwelling unit or any electric outlet located on the premises to the EV. You are responsible for making sure your EV's battery is adequately charged offsite.

Certain features will automatically engage and use the battery unless you specifically turn them off. Every car is unique, but a few examples include automatic map updates, pre-warming or cooling and predictive battery reconditioning. Check your owner's manual to find which features will drain your battery and how to turn them off.

We truly do not want to tow anyone's vehicle! We realize that the expense and inconvenience is considerable. Please be mindful of the above rules to avoid towing and to provide maximum parking for our residents, as well as safety and protection of our property.

POOL

Another benefit of our community is the ability to relax or cool off by our beautiful pool. We welcome you and your guests to enjoy this amenity, but please keep in mind the following rules:

- The pool and pool area is strictly for the use of you and your guests from 12 pm – 8 pm daily. You will be required to show your pool pass to be in the pool area. Trespassing is vigorously enforced.
- Residents are responsible for the actions of their guests.
- Lost pool passes may be replaced at a cost of $50. This fee will also be charged if pool passes are not returned at move-out (during pool season).
- All good conduct and safety rules must be followed. No horseplay or running. Anyone behaving in an offensive, obnoxious, or unsafe manner will be expelled from the pool area immediately. Never swim after drinking alcoholic beverages, eating or taking medications. No one under the influence of drugs or alcohol will be permitted. **Management reserves the right to permanently revoke pool privileges for unacceptable behavior.**
- Do not use any plug-in radio or other electronic device in the pool area. No water guns are permitted.
- Proper swimming attire must be worn inside the pool. No street clothes, cutoffs or loose garments are permitted. T-Shirts worn over swimwear are acceptable.

- Disposable diapers are not permitted in the pool. Garments specifically designed for pool use (such as “Little Swimmers”) are acceptable. If you do not have such item, you can purchase them at the pool attendant counter.
- No glassware is permitted in the pool area. Alcohol is expressly forbidden. Food and drinks are permitted on the deck only.
- Never swim alone. Maximum four guests per household and a resident must accompany guests at all times.
- **ALL USE OF THE SWIMMING POOL IS AT YOUR OWN RISK.**
- Never swim alone. For safety, it is recommended that persons who are non-swimmers be accompanied by a proficient swimmer who has the ability to supervise responsibly.
- Pool parties are not allowed.
- No one is allowed in the pool with any type of bandage or open wound.
- The pool area is off limits after closing. Trespass warrants will be issued and legal action taken for anyone found inside the fenced pool area after closing.
- Management reserves the right to close the pool at any time for safety reasons.
- Management is not responsible for lost or stolen items.
- Complaints concerning the pool should be brought to the Westgate Business Office.
- DIVING IS NOT PERMITTED. Anyone diving may lose his or her pool privileges.
- If trash is left or damages caused by you or your guest, you will be charged accordingly.
- Pets, other than service animals, are not allowed in the pool area or pool.
- Please take care of the pool furniture we have provided for you and your guests to enjoy.
- Management reserves the right to change any pool rules and regulations at any time.
- Failure to abide by the rules and regulations of the pool may result in loss of privileges.

BUSINESS CENTER AND CLUBHOUSE Wi-Fi

Westgate has a Business Center for your convenience and is available for use and FREE for you. Guests must be accompanied by a resident. The Business Center serves as a quiet workplace. Please be courteous and use headphones if the content you are playing on the computer has music or noise. If there are other residents waiting to use the room, please limit your time to one hour. Access to the Business Center will be revoked if you use our computers or internet service to visit inappropriate websites, or download content that is illicit or illegal.

If you are using your personal device, you may access the community’s Wi-Fi using the Wireless ID “Westgate” with the passcode 7033680164.

Eating or drinking is not permitted in the Business Center.

FITNESS CENTER

The Fitness Center is located at 8019 Ashland Avenue, main entrance in rear of the building. To access the fitness center resident pays a one-time $50 non-refundable Fitness Center registration fee and a $30 refundable Access Card Deposit. Report any lost or stolen cards to Westgate management. Replacement cards can be obtained for a non-refundable fee of $25. Make sure you return the access card when you move out to receive your refund.

Never give your access key card to anyone else, including other residents. Our key card access system electronically tracks your entry into the fitness center. If you let other people use your access key card and damages occur, you may be held liable and your fitness center privileges revoked. The fitness center is under surveillance. Any violations or vandalism will result in charges against those responsible.

By using the Fitness Center, you agree that is at your own risk and that no attendants or supervision of any kind will be provided. Guidelines for use of the Fitness Center:

- The Fitness Center is for you and your guests only. Guests must be accompanied by a resident, and residents and guests must sign a Release of Liability form in our office prior to using the fitness center. One guest per visit.
- Please read posted instructions before using exercise equipment. If you do not understand the instructions, do not use the equipment.
- The Fitness Center is for exercising. You may be asked to leave the facility if you are loitering or using the equipment improperly.
- Please wipe down equipment with provided antiseptic wipes after each use.
- Use of equipment is on a first-come, first-served basis. Therefore, please be considerate and limit your time on the equipment.
- Please notify us immediately of any equipment problems, and do not use any equipment that is not working properly.
- We urge you to take caution not to overexert yourself, and recommend exercising with a partner. Before undertaking any exercise program, consult your physician.
- Use of Fitness Center facility is "at your own risk." No attendants or supervision of any kind will be provided. Westgate is not responsible for accident or injuries related in any manner to the use of these facilities.
- Failure to comply with these rules & regulations could cause your Fitness Center privileges to be revoked and future access denied. We also reserve the right to prohibit use of the Fitness Center by any individual failing to comply with normal precautions and posted rules.
- PETS, LOITERING, SMOKING, and ALCOHOLIC BEVERAGES are NOT PERMITTED in the Fitness Center.

COMMUNITY ROOM

As a Westgate resident, you may enjoy using the community room and kitchen during business hours. Please note, there is no smoking in the clubhouse.

Your Apartment

We do everything we can to make our community a place you are proud to call home, but what's inside counts just as much! Please take care of your apartment and keep it neat and clean. We have established some guidelines to make sure our community looks like a place we all want to call home:

EXTERIOR

No structural changes or additions may be made to the exterior of your home, including installation of satellite dishes. If you wish to have satellite service, please contact the office for permission PRIOR to contacting the satellite service provider to complete the Satellite Dish Addendum, and pay a $25 inspection fee. **Improper or unauthorized installation of a satellite dish will be considered a serious breach of lease and will be handled accordingly.**

Please keep all entries, patios, balconies, decks, and backyards clean and free of trash or debris.

We will dispose of any trash left outside of your apartment/townhome or improperly disposed of around the community and charge your account a minimum fee of $25 per bag or item.

Townhome residents are responsible for cutting the grass inside the fenced back yard. Maintenance can provide mowing services for a fee which will be billed to the rental account.

You may put up a wreath, but no other decorations to alterations may be made to your front door or entrance. We encourage you to use a doormat. We will remove carpet scraps, automobile mats, or any other mats not designated for outdoor use.

The Virginia State Fire Prevention Code prohibits grilling on balconies or within 15 feet from the exterior of a building. Therefore, we cannot permit the use of grills on the patios or balconies. There are several charcoal grills located throughout the community for your use. Please clean up the area when finished grilling so all our residents can enjoy this amenity.

Balconies/patios/backyards are to be kept clean and orderly at all times. Laundry, towels, blankets, clothes, flags, etc. are not to be hung or displayed on balconies, patios, or yard areas. Trash is not to be stored on balconies/patios/backyards. Motorcycles, boxes, tires, and items that are not classified as patio furniture are not to be kept on your balcony or patio. Clothes lines of any kind are not permitted anywhere on the property.

Flying any type of drone in the community is prohibited.

INTERIOR

Your apartment/townhome is designed to create a more carefree and simple lifestyle for you. Here are some details about the features of your new home:

GARBAGE DISPOSAL- If your home is equipped with a garbage disposal, the on/off switch for your garbage disposal is located on the wall behind the kitchen sink. Don't put large amounts of food down the garbage disposal. Feed food into the garbage disposal a little at a time with the cold water running. This will help the food scraps flow down freely through the drainpipes and plumbing. Be sure to use cold water, as hot water melts the foods you are trying to grind up and remove. Allow the water to run a few seconds after you turn the disposal off to rinse away any remaining particles. Some items that you should NOT put in your garbage disposal that can damage blades and pipes include:

- Expandable foods such as rice and pasta
- Grease or fat
- Bones
- Coffee Grinds or Tea bags
- Fruit or potato peelings, eggshells
- Seeds or dry beans
- Plastic, glass, metal, paper or aluminum

Periodically putting ice cubes in your disposal is a good idea to clean the inside. While noisy, this works like a rock tumbler polishing rocks. You can power wash the odor from the drain without ruining your disposal. If your disposal stops working, try pushing the red reset button located underneath the disposal. If this does not work, please submit a maintenance request.

ICEMAKER -If your refrigerator is equipped with an icemaker, be sure the feeler arm on the side of the icemaker is in the down position. This will turn the icemaker on, and ice will generate until the

feeler arm is lifted by the ice and the ice container is full.

GFCI RECPTACLE -If the power goes out in one of your bathrooms, check the outlet in BOTH bathrooms to make sure the **GFCI** receptacle is working properly. To reset a GFCI outlet, push the RED reset button located in the center of the GFCI outlet. You should hear a sharp “click” upon pressing the reset button.

If power goes out in other isolated areas in your apartment, check the outlets in the kitchen to make sure the GFCI receptacle is working properly. To locate the outlet with the tripped GFCI, look for the one with a small button popped out, typically marked “test” and follow the instructions above to reset the outlet. Remember, when a GFCI trips, it will trip any and all outlets connected to that outlet.

WATER SHUT OFF VALVES- If water is leaking in your apartment from a sink, toilet or appliance, turn off the water source using the shut off valves. The shut off valve for appliances in your kitchen is located under the kitchen sink, the shut off valves for the bathroom is located on the wall behind the toilets under the tank, and the shut off valve for the bath sink is located under the bathroom sink. Uncontrollable running water should always be considered an emergency and can cause significant damage to the flooring and walls of your home, as well as your personal property. Be sure to contact our office immediately at the sign of leaking water. If the office is closed, contact Emergency Maintenance.

SETTING YOUR THERMOSTAT- Your apartment/townhome is heated and cooled by a central heating and air conditioning system that you control. The thermostat is located in the living/dining room. There are multiple settings which are defined below:

FAN- With fan options, you will most likely have “on” or “auto.” By choosing “on,” you will engage the fan on your system to circulate air through the home without heating or cooling it. The fan will run for as long as the “on” option is engaged. The “auto” option will only engage the fan when either the heat or air conditioning turns on and needs to be circulated. The “on” option for the fan is generally considered an energy waster since it will require a decent amount of energy to move that much air on a constant basis. Most people leave the fan set to “auto.”

COOL- Set the system to cool your home by moving the switch to the “cool” setting. Set the desired temperature in your home and make sure the system is set on auto. The system will run until your home reaches the desired temperature then will automatically turn off. This is the most efficient way to cool your home. Also important to note is that your air conditioner supports a maximum temperature drop of about 20 degrees from the outdoor temperature. What this means is that on most days, a 20-degree temperature drop is perfectly fine and your home will stay right around the temperature at which you set your thermostat. On extremely hot days, however, your air conditioner might not be able to cool down your home to its normal temperature. If it’s 100 degrees outside, for example, your air conditioner might only be capable of cooling your home down to 80 degrees.

Now that you know about your air conditioner’s maximum temperature drop, you can use that information to choose the right thermostat setting when it is extremely hot outside. If you know it is going to be a very hot day, consider raising your thermostat setting a few degrees to ease the load on your air conditioner. This will help prevent your system from overheating and breaking down on a day when it’s already working overtime.

The worst thing you can do on an extremely hot day is to set your thermostat temperature even lower than usual in an attempt to make your home cooler. All this will do is force your air conditioner to work non-stop and will greatly increase the likelihood of something going wrong

HEAT- Setting the heat for your thermostat is very similar to setting the cooling option. Use the same switch or button to cycle through until you reach "heat." You can then use the same set of arrows you used to set the cooling temperature to set the heating temperature. Again, the system will only run when the internal thermometer registers that the ambient room temperature is colder than the set temperature. During the Winter months, if you expect to be gone from the apartment for any length of time, we ask that you leave the heat on in your apartment/townhome to a setting of at least 55 degrees to prevent pipes from freezing.

NOISE- With the convenience and no hassle lifestyle of apartment living comes the responsibility to keep noise to a minimum and demonstrate respect for your neighbors. Stereos, televisions, radios and conversations should be kept to a moderately low level, and when possible, speakers for televisions and radios should not be placed on the wall adjoining your neighbor's apartment/townhome.

WINDOWS- All window coverings must have a light background when viewed from outside of your apartment/townhome. Covering windows with flags, sheets, multi-colored draperies is not permitted.

PAINTING and DÉCOR- We want your home to reflect your style! If you decide to add color to your walls, please note that you will need to return the walls and trim to their original color before you move out. Use small nails or nailed picture hangers to hang accent pieces to keep damage to sheetrock to a minimum and avoid charges upon move out.

FLOORING- If your apartment/townhome has hardwood floors, please note that area rugs are required to cover at least 80% of your hardwood floors. Not only does this protect the flooring, but it also reduces noise.

ATTICS- If your apartment/townhome contains an attic access, absolutely nothing is to be stored in the attic. Attics are for access by Management only.

PATIO/BALCONY- The Virginia State Fire Prevention Code prohibits open flames within 15 feet from the exterior or a building **so grilling on patios or balconies is a fire hazard and is PROHIBITED.** Please keep your patio or balcony free of trash, laundry, clothing, etc. Only furniture classified as outdoor or patio furniture permitted.

PLUMBING- Do not place sanitary napkins, tampons, paper towels, diapers, etc. in the toilet. This can cause serious plumbing issues in not only your home, but in your neighbors' as well.

TOILETS AND DRAIN- Please use a plunger to try to clear a clogged toilet. If this attempt is not successful, call us for assistance. Do not flush paper towels, cotton swabs, feminine hygiene products, condoms, diapers or baby wipes, or any foreign object down drains. There will be a charge for removal of any foreign object as well as any resulting damages. In the event that you report a clogged toilet, and the maintenance department is able to clear the clog by simply plunging the toilet, you may be billed for the cost.

SHOWER STALL/TUB- Do not clean with any abrasive cleaners that will scratch tile surfaces. Always close your shower curtain fully during use to prevent leakage and use a heavy bath mat on the floor. You may be responsible if water flows into the floor level below your bathroom. Mold and mildew can be kept to a minimum if you regularly clean and keep your bathroom ventilated. If you discover that the caulk or grout around your shower/tub is deteriorating, please contact our office for repair. If your tub has been refinished, please refer to the instructions for maintaining Refinished Surfaces that will be provided.

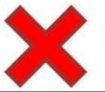
Care of Refinished Bathtub, Shower Wall or Counter Top Guidelines

Refinished bathtub, wall and/or counter top cannot be used for 24 HOURS to allow completion of the drying process.



DO:

- Clean surface regularly
- Use non-abrasive cleaners such as Bon Ami, Lysol, Liquid Comet, Ivory, Dishwashing Liquid
- Report faucet leaks immediately
- Report bubbling, cracking, other issues/repairs immediately
- Keep hair dyes, cosmetics, perfumes away from surfaces



DON'T:

- Use abrasive cleaners such as Lime Away, Soft Scrub, Ajax, Comet or anything that contains bleach.
- Use abrasive scrubbing or scouring pads.
- Drop sharp or heavy objects on the finish.
- Use bathmats, traction strips or suction cups.
- Use drain cleaners or tile grout cleaners.

These guidelines are provided to help you maintain your refinished surface and prevent damages or voiding the warranties. Please note that damages caused by neglect or failure to adhere to these guidelines will result in charges to your rental account for any necessary repairs.

Please contact the Maintenance Department at 703-361-5779 if you have any questions about your refinished surfaces, or to report leaks or problems.

UTILITY CLOSETS- Your apartment/townhome has a small closet in the hallway which houses your Hot Water Heater and Heating, Venting and Air Conditioning (HVAC) system. County Ordinances prohibit the use of this closet as a storage room as the storage of personal belongings in this area is a fire hazard. We will not be responsible for any damage to articles stored in the closet. Storage around your HVAC system reduced the efficiency of the heat or air conditioning. If personal belongings are stored in the utility closet, we will remove the items and bill you for the labor. You could be held responsible in the event of damage from a fire caused by storage in this room.

LOCKS- Please do not install additional locks on your apartment/townhome doors. If you would like an additional lock, please contact our office.

WASHER/DRYER- Your apartment/townhome may be equipped with a washing machine and dryer that will be maintained by our maintenance team. However, you will be responsible for service, repairs, and any subsequent damage caused by abuse or neglect. Prior to each use of the dryer, please clean the dryer lint screen. You will be responsible for any damage caused by overflow due to improperly loading or overloading the washing machine or using improper or excessive detergent. If at any time that you find your dryer vent detached, please call our office for a repair. If your home is not equipped with an appliance, no washer/dryer or portable dishwashers may be installed in any unit without written permission of the Landlord.

Your Protection

In the event of an emergency, always call 911 or the appropriate governing agencies immediately, then the management office.

Though we do our best to provide a secure environment, the following guidelines will help you protect yourself.

INSIDE YOUR APARTMENT/TOWNHOME

- Lock your doors and windows – even when you are inside.
- Use dead bolt locks on the doors while you are or are not home.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
- If you return to your residence and you think it has been entered illegally, do not enter. Call 911.
- Never give out keys, or access codes or combinations to your apartment/townhome or any area of the community. If your keys are lost or stolen, call us immediately to re-key. There is a fee for us to re-key the locks.
- Keep a complete list of the serial and identification numbers of computer, television, stereo, etc. This will greatly aid in recovering stolen goods.
- Keep valuables out of sight by drawing curtains or blinds and storing such items away from windows.
- Never leave a note on your door stating you are not home.
- Do not display apartment/townhome keys in public or carelessly leave them in the mail area, at the pool or places where they can be easily stolen.
- Do not put your name, address or telephone number on your key ring.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches and other security devices regularly to be sure they are working properly.
- Close and latch your windows while you are gone, particularly when you are on vacation.
- Immediately report any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; or any malfunction of other safety devices outside your apartment such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.
- Use lamp timers when you leave for extended periods of time.
- In a residential community, screaming may sound like horseplay. In an emergency, be specific by shouting “Help!” “Police!” or “Fire!”

OUTSIDE OF YOUR APARTMENT/TOWNHOME

- When returning to your apartment/townhome late in the evening, always use the main property entrance or commonly used walkways when possible.
- Lock your doors while you are gone.
- Tell other occupants of the apartment/townhome where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.

- At all hours, carry your door key in your hand when nearing your entry door. You are more vulnerable when looking for your keys at the door.
- If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Please report any malfunctioning lights to the maintenance office.

WINDOW SAFETY

In June 2000, the U.S. Consumer Product Safety Commission released safety guidelines to help prevent falls from windows. Window screens are not designed or intended to protect from falls. Therefore, window stops will be installed on all windows upon the residents' request which will allow residents to restrict the window opening. Please keep furniture away from windows to discourage anyone from climbing near windows. Thumb Locks are installed on the windows and are screwed onto the window frame preventing the window from opening at your desired height. Please be advised you are responsible for replacing thumb locks should they be removed.

It is the resident's responsibility to notify management of any window problems or if the thumb locks need to be replaced. Please contact the Maintenance Office if you have any questions or concerns about thumb locks, window safety or additional window protection

KEYS and KEY RELEASE

At Move-in, you will receive keys to provide access to your home and mailbox. By accepting these access devices, you agree to use them only for your personal use and will not allow anyone else to use these devices. You understand that any duplicate keys must be made by management, and that all keys or entry devices issued must be returned at move-out. You cannot change the entry locks or otherwise deny us access to the apartment/townhome. If keys or entry devices are not returned or lost, a replacement charge will be assessed for each item. If key or entry device is lost or stolen, you should notify us immediately.

If you wish for us to release a key to your apartment/townhome to anyone not listed on your Lease, you must complete a Key Authorization Form (see a community representative to obtain form). You must inform all person(s) listed on the key release that we will require valid photo identification prior to releasing any key or allowing access. We are not liable for unreturned keys or any damages to you, your roommates or your guests for injury, damage or loss to person or property caused by criminal conduct of other persons including theft, burglary, assault, vandalism or other crimes.

FIRE SAFETY

Please call 911 if there is a fire or smoke. Disabling or tampering with a fire extinguisher, pull stations or smoke detector is a violation of the law and may lead to fines and possible early termination of your Lease. Prevention is your best insurance against fire. We recommend that you follow these simple safety precautions in your apartment to prevent fires:

- Let cooking grease cool and pour into a metal can. Never pour hot grease into a plastic container.
- Do not put water on a grease fire. Call 911 immediately.
- Do not let grease or oil cook on the stove unattended.
- Do not leave food cooking on stove or in oven unattended.
- Properly dispose of all lighted tobacco products in appropriate metal containers. Ensure all lighted tobacco products are out before leaving them unattended.
- Avoid cooking while intoxicated, taking medication or when sleepy.

- Use an empty metal container to dispose of hot ashes from a ashtray. Never dispose of ashes at or around patios or shrubs or in a garbage can.
- Test smoke detectors monthly to make sure they are working.
- Do not store gas-operated tools or vehicles (motorcycles or scooters) inside the apartment/townhome or under stairwells, breezeways, patios or balconies.
- Do not burn candles of any kind.
- Do not overload outlets or circuits.
- If there is a fire, do not rush out of your apartment/townhome into the hallway or breezeway. First, feel the door. If it is hot, use another way out. If the door is cool, leave by the nearest exit. If your planned escape route becomes smoky, get down on your hands and knees and crawl – smoke rises, so the cleanest air is near the floor. If you cannot escape your apartment, stuff wet towels, sheets and clothes around the door and vents to keep smoke out. Call 911 and give them your exact location. If no smoke is coming into the room, slightly open a window. Stay low and wave a bright cloth, towel or sheet out a window to signal your location.

FREEZING WEATHER

If freezing weather is expected and you are going to be away from your apartment/townhome for an extended period of time, please leave the thermostat set to “auto” and at a minimum of 55 degrees. These precautions are essential in order to avoid substantial damage to your apartment/townhome and personal belongings from broken pipes. If you fail to take these precautions, you may be liable for damages to your apartment and any other affected areas.

When snow is forecasted, please park your vehicle a few inches back from the curb to facilitate plowing and prevent injuries to vehicles as sidewalks are cleared. Residents are responsible for clearing snow away from their own vehicles. Please do not dump snow onto sidewalks or walkway areas.

MOLD and MILDEW PROTECTION

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold by taking the following precautions:

- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment HVAC unit to circulate fresh air throughout your apartment/townhome.
- In damp or rainy weather conditions, keep windows and doors closed.
- If possible, maintain a temperature of between 55 degrees and 80 degrees Fahrenheit within your apartment/townhome at all times.
- Clean and dust your apartment/townhome on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- Use the bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking and while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
- Use care when watering houseplants. If spills occur, dry up excess water immediately.
- Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every

use if there is a washer & dryer in your apartment/townhome.
- Thoroughly dry any spills or pet urine on carpet.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- Report any evidence of a water leak or excessive moisture in your apartment/townhome, storage room, garage, or any common area.
- Report any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Report any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment.
- Report any inoperable windows or doors.
- Report any musty odors that you notice in your apartment/townhome.

It is necessary for you to provide proper climate control, keep your apartment/townhome clean, and take other measures to retard and prevent mold and mildew from accumulating in your apartment/townhome. Please report: (1) any evidence of a water leak or excessive moisture in the apartment/townhome, as well as in any storage room, garage or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the apartment/townhome; and (4) any inoperable doors or windows.

PEST CONTROL

We provide a preventative extermination program in which your apartment/townhome will be treated routinely in order to keep pests out of your home. Routine service breaks the pest development cycle, and provides you with protection from pests as well as those that may migrate from your neighbor's property. As we treat on a regular basis, we renew the barrier around your home to protect your family from the annoying pests that may come into your home. Our efforts are most effective when our residents adhere to the following guidelines:

- Dirty dishes must be washed or at least rinsed off so that no food is left in the sink.
- Bags, boxes, and newspapers should not be kept in the kitchen. All these things provide hiding places for pests that are almost impossible to penetrate with chemicals.
- Grease gobbles up pesticides. If a surface is greasy it not only provides food for pests, but also absorbs any pesticide before any pest can contact it. Get rid of any grease. Clean with soap and water each time you fry any food.
- Store seldom used items in another room. Pests like to stay where they are not disturbed. They love that box on top of the cabinets that you never open.
- Repair any plumbing leaks. That dripping water in the sink or tub provides an ideal humid environment that pests love. They also must drink water to survive.
- If you have a pet, make sure the food is put away at night. Dog or cat food happens to be gourmet pest food. Keep any open dry food in a sealed container.
- If you see any cracks and crevices, especially in the kitchen and bath, please contact the Maintenance Department so they can be caulked and sealed. Pay special attention to the holes around the pipes where they enter the wall.

The important thing to remember is that pests need food, water, and shelter in order to survive. By controlling these things in your home, you will be making it more difficult for pests to survive.

With all of the recent media coverage surrounding bed bugs, people are concerned about bringing bed bugs into their home. Avoid bringing used furniture into your home, especially furniture you may find along the curb or in a dumpster as it could have bed bugs. Also, when traveling, inspect the room for bed bugs. Pay careful attention to the bed, inspecting the sheets and the mattress seams. Look for small dark spots, cast shells and live bed bugs. Use a flashlight if one is available. If you see signs of bed bugs, immediately request a new hotel room.

Your Options

PETS

Pets are permitted in your apartment/townhome, but there are breed restrictions and weight conditions. Each resident must have written permission as a part of his/her lease. Any resident who has a pet without written permission is in direct violation of the lease agreement and will result in an unauthorized pet fine of $500.

Landlord will only allow ONE the following breed or types of animals per apartment or townhome: Reptiles, Rodents (including ferrets), Rottweilers, Doberman Pincers, Pit-Bulls, Pit Bull Terriers, Staffordshire Terriers, Chow Chows, Wolf or any hybrids, Alaskan Malamutes, Presna Canarios or Cane Corsos, unless animal is a verifiable certified service or support animal.

The Pet Agreement must be signed and applicable fees are required. **Please contact our office for information about our pet policies prior to bringing a pet into your home.**

For the governing Rules and Regulations related to Pets, please see the Pet Addendum, which you will be asked to sign and to date in the event that you intend to have a pet in your apartment unit.

SATELLITE DISHES

There are plenty of options available when it comes to choosing your cable and internet provider. If you find that traditional cable options don't meet your needs, installing a satellite dish may be an option under certain circumstances. **However, you must obtain permission from the office and complete the paperwork prior to scheduling installation of a satellite dish.**

WATERBEDS / AQUARIUMS

Due to the potential for extensive water damage and because of the enormous weight of waterbeds and aquariums, permission must be obtained from the Westgate office before either can be brought into your home. Proof of Renter's Insurance of at least $100,000 liability coverage is mandatory if you obtain permission.

RENEWAL

Keeping you happy and keeping you ***here*** is always our goal! We appreciate our residents and encourage renewals. We hope we can extend a renewal offer to you when your lease expires. We will be contacting you well in advance of your lease expiration to discuss your options.

EARLY LEASE TERMINATIONS

We hope that your residency in our community will be a long and happy one. However, we understand that sometimes unexpected life circumstances require adjustments in our lives. There are options available to you in the event that you need to end your lease early, so please check your lease agreement or contact our office for specific policies prior to making alternate living arrangements.

TRANSFER WITHIN COMMUNITY

Transfers within the property will be considered under certain circumstances, however deposits can't be transferred and there may be fees charged. Please contact the Management Office for details.

NOTICE TO VACATE

If you do not intend to renew your lease at the end of its term, you are required to provide us with at least 60 days' notice to vacate prior to your lease end date. Failure to provide such notice will result in extension of the lease to month-to-month tenancy at the end of the lease term. During month-to-month tenancy, short-term lease fees shall apply, in addition to the "market rent" of the apartment/townhome. Market rent shall be defined as the rate established by the landlord without concessions. Such month-to-month tenancy shall begin on the first day immediately following the expiration of this Lease and shall continue month-to-month thereafter until either Resident or Landlord provides written notice of termination to the other party at least thirty (30) days prior to the end of the next monthly term.

Your Departure

To help ensure that your move goes smoothly, our Management team has assembled the following guidelines. If you have any questions about the information in this guide, please do not hesitate to call us.

SECURITY DEPOSIT

Our goal is to return 100% of your refundable security deposit, plus interest in accordance with the Virginia Residential Landlord and Tenant Act. We expect the apartment or townhome be left in the same condition as it was when you moved in; clean and in good repair. Reasonable "wear and tear" will be given due consideration, as will any damages reported at move-in. You can expect an accounting of your refundable security deposit return within 45 days of your move-out. In addition to any unpaid balances due at the time of move out, other deductions from your deposit may include:

UTILITY BILLS

You are responsible for all utilities in your apartment/townhome until the date of your lease expiration, regardless of your move out date. Please do not disconnect electric or any other services until your lease ends.

DAMAGES

A large percentage of damage charges result from smoking and/or pet damage. Please note

that while your carpet may appear in good condition, our professional carpet cleaning company will inspect the carpet and pad for pet urine that is not visible to the eye. Additionally, smokers' apartments/townhomes typically require more extensive work to prepare the home for the new tenants, due to discoloration and odor problems. Smoke permeates all areas of an apartment/townhome and can lead to discolored window treatments and cabinets, and carpets may require a deodorizing agent. Additional coats of paint or a coat of a stain and odor blocker primer may also be necessary. Any costs associated with replacements, odor treatment, or discoloration will result in charges to the resident.

You are responsible for any damages to the apartment or townhome not reported at move-in. If you did not return the Move-In Condition Report to our office within 5 days from your move-in date, you may be held responsible for all damages in the apartment/townhome.

CLEANING

Within 24 hours of moving into the apartment/townhome, Westgate recommends that you inspect your apartment/townhome to assure the Cleaning Guidelines have been met.

It is your responsibility to leave the apartment/townhome "broom clean". That means all surfaces are wiped and swept clean. The Non-Refundable Restoration fee paid when you moved in covers the following:

- Steam clean carpets (not to include spot removal or excessive damage)
- Clean appliances (not to include scrubbing, scraping of food or spills)
- Clean kitchen cabinets & countertops
- Light cleaning of vinyl flooring in hallway, kitchen and bathroom
- Clean bathroom fixtures and countertops
- Clean mini-blinds and windows
- Sweep clean balcony
- Clean washer/dryer (where applicable)
- Clean shelving in closets, cabinets, etc.

The nonrefundable Restoration Fee will not cover the cost incurred by the Landlord for excessive cleaning of the apartment/townhome and or the carpets and floors, repairing pet damage, repairing wall damage, painting walls back to the original color, removing trash, debris or personal items, repairing and/or replacing fixtures including but not limited to, mini-blinds, screens, windows, doors, faucets, sinks, lights, cabinets, tile, countertops, and railings. Any excessive cleaning and/or damage will be deducted from the remaining deposit on hand or billed in excess.

MOVE OUT INSPECTION

We urge you to be present for your move-out inspection. Please contact the office to schedule a move out inspection one week prior to you move out date. At the time of your inspection, your apartment/townhome should be completely empty and cleaned and you should be prepared to return your keys and other returnable items. Please note that the move out inspection is merely an estimate of charges, and is not a final statement of obligation. At Westgate, once a notice of intent to vacate is received, you will receive advance notice of a scheduled pre-move out inspection as well as a preventative extermination inspection. There is no preparation needed and the inspector must have access to entire apartment/townhome including bedrooms. Please note this is **not** the final move-out inspection to access for damages beyond normal wear and tear. The final move-out inspection will be conducted once all belongings have been removed from the home.

PARKING STICKERS, ACCESS CARDS, FOBS, AND KEYS

Keys will be collected by the inspector at the time of your move-out inspection if you are present. Otherwise, all keys must be turned in to the Business Office by noon on the day your lease expires. A receipt will be issued for all keys received. Rent will be charged until keys are received in the Business Office.

Parking Stickers/permits, key fobs, access cards, keys, mailbox keys, etc. must also be turned into the office by noon on the day of your move out or your account will be charged the replacement costs of these items.

Please be certain to remove all your belongings from your apartment/townhome as no right of storage can be given after the lease agreement ends and we cannot protect your possessions. You may be charged for the disposal of any items and or trash left in the apartment/townhome.

POOL USAGE

Please note that by obtaining a pool pass and entering the pool area, you and your guests agree that you will release, indemnify, and hold harmless the community, and its heirs, assigns, executors, administrators, affiliates, employees, insurers, adjusters, attorneys, representatives, owners, predecessors in interest, successors in interest, subsidiaries, parents, policyholders, officers, directors, agents, management, stockholders and/or associates, both individually and/or collectively, from any and all claims, debts, demands, damages, charges, actions, causes of action, costs, expenses, and/or liability, whether known or unknown, whether in law or in equity, whether existing as of this date or relating in any way to the use of the pool and/or pool area, and from any and all claims and/or liens of Medicare, Medicaid, the Commonwealth of Virginia, or any provider, insurer, third-party payor, employer, workers' compensation insurer, attorney, or any other entity for services or treatment rendered or payments or benefits provided to or on behalf of Resident for or because of any alleged claims, losses, or damages, as allegedly suffered or incurred as a result of Resident's use of the pool and/or the pool area.

As a Westgate Resident, you understand and agree that life guards are present during all hours of operation of the pool, and that, at all times, the pool and pool area is USE AND SWIM AT YOUR OWN RISK. You understand and acknowledges that the presence of the life guards shall in no way constitute nor shall it be construed as a guarantee, an assurance, or even an implication of safety for those individuals using the pool or the pool area; it being expressly understood and acknowledged that such safety shall be the sole and exclusive your responsibility or of the individual using the pool or the pool area.

FITNESS CENTER

Your usage of the Westgate Fitness Center constitutes your agreement with the following terms and conditions of the exercise equipment and any other areas designated for exercise by Westgate Apartments and Townhome LTD at 8025 Ashland Avenue, Manassas, VA 20109.

As a Westgate resident, you understand that you will comply with the guidelines contained in the Westgate Policies and Procedures Handbook. You further understand that use of the equipment in the Fitness Center is at your own risk, and no attendants or supervision of any kind is provided.

You also agree to release, hold harmless, and indemnify Owner and Owner's representatives from and against all claims, demands, costs, expenses (including attorney's fees), and cause for any action arising out of or in the any manner relating to any personal property damage, death, injury, or loss suffered or sustained by you, other than the Owner or Owner's representatives' gross negligence of willful misconduct.

ASBESTOS

The Federal Occupational Safety and Health Administration (OSHA) legislation 59 FR 40964 1910.001 requires property owners and managers to disclose that certain building materials are presumed to contain asbestos. OSHA deems all thermal system insulation, sprayed or troweled on surfacing materials, and floor coverings installed prior to 1981 to be potential asbestos containing building materials unless found through testing to be asbestos free.

We have had extensive asbestos testing at our property, performed by two separate companies since we purchased the property in 1986 and none of the various samples taken contained asbestos. A few apartments/townhomes, however, tested positive for asbestos in the original tile flooring. Since then, we have encapsulated (overlaid) these areas with asbestos free sheet vinyl without disturbing the original tiles. These installations were performed in accordance with OSHA regulations.

OSHA developed legislation 59 FR 40964 to increase awareness of employees and contractors working in buildings that may contain asbestos, as well as notify residents of any presumed asbestos-containing material. Asbestos is only a hazard when fibers become airborne through excessive abrasion, drilling, or demolition. As such, please do not make any alterations, drill, sand or otherwise disturb any of the vinyl surfaces in your residence without consent from the Westgate management team.

RENTPLUS

The RentPlus service is a credit reporting and financial tool provided by Simplified Business Group, LLC, doing business as Rent Dynamics ("Rent Dynamics"), to report Resident's rent and/or utility payments due under the Rental Agreement to one or more consumer reporting agencies (e.g., Equifax, TransUnion, or Experian). RentPlus is an amenity provided by the property, and by signing this addendum, Resident will be enrolled.

After enrolling in RentPlus, Resident may cancel the RentPlus service at any time, for any reason. Enrollment in Rent Reporting is entirely optional and is not a condition of your Rental Agreement. Resident may cancel by sending written notice of termination to Rent Dynamics at 4205 Chapel Ridge Road, Lehi, Utah 84043 – Attn RentPlus Service Charge or contacting Rent Dynamics directly at support@rentplus.com. Resident(s) must cancel no later than ten (10) days before the end of the month to avoid being charged for a subsequent month.

For more information about the RentPlus service, please refer to the FAQs located at https://www.rentplus.com/faq/ or contact Rent Dynamics at support@rentplus.com.

DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

RESIDENTIAL SITE: Westgate Apartments – Manassas, Virginia
INSPECTION COMPANY: Dominion Environmental Group, Inc. (DEG)
INSPECTOR: Charles A. Mason, License # 3356-000258

The EPA Residential Lead-Based Paint Hazard Reduction Act of 1992 requires that information be given to prospective tenants about lead-based paint. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paints and lead-based paint hazards in the dwelling.

On November 10 and 12, 1999, Dominion Environmental Group, Inc. (DEG) conducted testing of representative surfaces for Lead-Based Paint at Westgate Apartments. Testing was performed in twenty-eight (28) randomly selected units, common areas, and exterior areas. The following is a summary of identified lead-based paint hazards. Complete data reports and specific units tested are available upon request.

Exterior LBP: No exterior or common area lead-based paint was identified during an inspection of representative surfaces at Westgate Apartments

Interior LBP: No interior lead-based paints were identified during an inspection of representative surfaces at Westgate Apartments.

Copies of the actual testing reports provided by DEG can be accessed from your Property Manager at 703-368-0164.

Lessee's Acknowledgment

_____ _____ _____ _____ _____ _____ Lessee has received lead-based paint hazard testing summary data.
(Each resident must initial)

_____ _____ _____ _____ _____ _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* in your policies and procedures handbook.
(Each resident must initial)

Lessor's Acknowledgment

_____ Lessor has informed the lessee of the lessor's obligations under Title X (42 U.S.C. 4582d)
(Agent initials) and is aware of his/her responsibilities to ensure compliance.

Certificate of Accuracy:
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessee_____ Lessee_____

Lessee_____ Lessee_____

Lessee_____ Lessee_____

_____
Signed by Westgate Leasing Agent







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

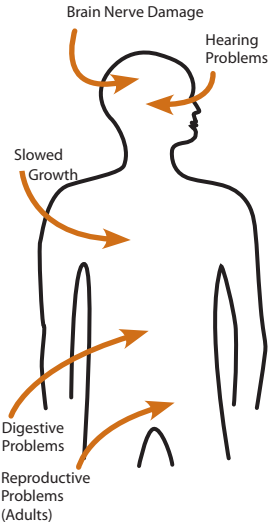
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 100 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 100 µg/ft^2 for interior windows sills
- 400 µg/ft^2 for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

LANDLORD REQUIRED LEGAL LIABILITY INSURANCE STATEMENT OF DISCLOSURE

NAMED INSURED:	INSURER:
Management Services Corporation 1228 Cedars Court, Suite 201; P.O. Box 5306 Charlottesville, VA 22905	James River Insurance Company Ltd. Butterfield Bank Building (6th Floor) 65 Front Street Hamilton HM 12
ADDITIONAL INSUREDS:	
Those Tenants reported by the Landlord with payment of the monthly premium shall be an Additional Insured during such monthly Coverage Period	
POLICY PERIOD:	**POLICY NUMBER**
November 1, 2024 until cancelled by Insurer or Named Insured	PKG1891118
RESIDENCE PREMISES:	**LIMITS OF LIABILITY:**
Scheduled apartment units owned or managed by the Landlord	$100,000 Legal Liability for damage to Landlord's property
RESIDENCE PREMISES COVERAGE PERIOD:	
Effective Date: Later of lease inception or first day of Reporting Month. Expiration Date: Earlier of lease expiration, last day of Reporting Month or as waived from coverage by Named Insured.	
RESIDENCE PREMISES LIABILITY PREMIUM:	
$15.50 per resident payable monthly (inclusive of state surplus lines premium tax)	
CLAIM REPORTING	
James A. Scott & Son, Inc. 1301 Old Graves Mill Road, Lynchburg, VA 24502, Toll Free: (800)365-0101, E-mail: dludwig@scottins.com.	

PLEASE READ CAREFULLY: This is a summary of the terms of coverage purchased by the Landlord (property owner or manager). This document is informational only and does not convey any additional rights or benefits beyond that extended by the insurance policy. The policy provides coverage to the Landlord for "property damage" to an "insured location" by the "tenant". This coverage meets the minimum "tenant" liability insurance requirements of a residential lease agreement. Coverage is narrower than the liability coverage afforded to a "tenant" by a renter's insurance policy. The "tenant" is an Additional Insured under this policy only during such months that the premium has been remitted to the Insurer.

AGREEMENT: The Insurer will provide the insurance described in the above referenced policy in return for the payment of the premium by the Named Insured and compliance with all provisions of the policy applicable to the Named Insured, Landlord and the "tenant" respectively.

DEFINITIONS: A. Insurer means the insurance company shown above that is providing the insurance. B. In addition, certain words and phrases are defined as follows: (1.) "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that result. (2.) "Business" means: (a.) A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or (b.) Any other activity engaged in for money or other compensation, except the following: (i.) One or more activities, not described in (ii.) through (iv.) below, for which no person receives more than $600 in total compensation for the 12 months before the date of loss; (ii.) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity; (iii.) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or (iv.) The rendering of home day care services to a relative of the "tenant". (3) "Tenant" means: (a.) the "tenant" and residents of the "tenant's" household who are: (i.) the "tenant's" relatives; or (ii.) Other persons under the age of 21 and in the care of any person named above; or (b.) "residence employee" in the course of their employment while on the "insured location". When the word "the" or "a" immediately precedes the word "tenant", the words the "tenant" or a "tenant" together mean one or more "tenants". (4.) "Insured location" means: (a.) the "residence premises"; and (b.) the part of other premises, structures and grounds contained within continuous common grounds owned or operated by the Landlord and used by the "tenant" as a residence. (5.) "Occurrence" means an accident on the "insured location", including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the Coverage Period, in "property damage" to the "insured location". (6.) "Property damage" means physical injury to, destruction of, or loss of use of any part of the "insured location" caused by **fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump**. (7.) "Residence employee" means an employee of the "tenant", or an employee leased to the "tenant" by a labor leasing firm, under an agreement between the "tenant" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services. A "residence employee" does not include a temporary employee who is furnished to the "tenant" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions. **(8.)** "Residence premises" means the residential dwelling unit where the "tenant" resides, and which is specifically scheduled to this policy as a "residence premises". (9.) "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

LIABILITY COVERAGES: Property Damage Liability to Landlord's Property If a claim is made or a suit is brought against the "tenant" for damages because of "property damage" caused by an "occurrence" to the "insured location" to which this coverage applies, Insurer will: (1.) Pay up to the Limit of Liability for the damages for which the "tenant" is legally liable. Damages include prejudgment interest awarded against the "tenant"; and (2.) Provide a defense at Insurer's expense by counsel of Insurer's choice, even if the suit is groundless, false or fraudulent. Insurer may investigate and settle any claim or suit that Insurer decides is appropriate. Insurer's duty to settle or defend ends when the Limit of Liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

EXCLUSIONS: A. "Vehicle Liability": "Property damage" arising from the ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or motor vehicles. **B. Expected Or Intended Damage:** "Property damage" which is expected or intended by a "tenant" who is 13 years of age or older even if the resulting "property damage" is of a different kind, quality or degree than initially expected or intended. **C. "Business":** "Property damage" arising out of or in connection with a business conducted or engaged in by the "tenant", whether or not the "business" is owned or operated by the "tenant" or employs the "tenant". This Exclusion C. applies, but is not limited to, an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business". **D. "Bodily Injury"** liability or medical expense payments to any person. **E. War:** "Property damage" caused directly or indirectly by war, including the following and any consequence of any of the following: (1.) Undeclared war, civil war, insurrection, rebellion or revolution; (2.) Warlike act by a military force or military personnel; or (3.) Destruction, seizure or use for a military purpose. Discharge of any nuclear, biological or chemical agent or weapon will be deemed a warlike act even if accidental. **F. Controlled**

Substances: “Property damage” arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to methamphetamine, cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician. **G. “Pollutants”, Asbestos, Lead and Silicon:** “Property damage” arising out of the presence, dispersal, release, ingestion, inhalation, absorption, contact with, exposure to, or failure to warn of the presence of: “pollutants”, lead, asbestos, silicon or anything containing such material or substance. In addition, Insurer will not pay cost or expense to abate, mitigate, remediate, contain, remove or dispose of any of these substances. **H. “Fungi” and Bacteria:** (1.) "Property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, growth or spread of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such damage, (2.) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity. **I. “Property Damage” Liability:** This policy does not apply to: (1.) Liability: (a.) For any loss assessment charged against the “tenant” as a member of an association, corporation or community of property owners; (b.) Under any contract or agreement entered into by the "tenant". However, this exclusion does not apply to written contracts: (i.) That exclusively relate to the ownership, maintenance or use of the "residence premises"; and (ii.) Where the contract or agreement was executed by the “tenant” prior to an "occurrence"; **unless excluded in** a. **above or elsewhere in the policy; (2.)** "Property damage" to property owned by any "tenant". This includes costs or expenses incurred by the "tenant" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location"; (3.) "Property damage" to property rented to, occupied or used by or in the care of the "tenant" other than the “insured location”; (4.) Loss of rental income, rental value or business income.

ADDITIONAL COVERAGES: Insurer will cover the following in addition to the Limits of Liability: **A. Claim Expenses:** Insurer pays: (1.) Expenses Insurer incurs and costs taxed against the "tenant" in any suit Insurer defends; (2.) Premiums on bonds required in a suit Insurer defends, but not for bond amounts more than the Limit of Liability. Insurer need not apply for or furnish any bond; (3.) reasonable expenses incurred by the "tenant" at Insurer’s request, including actual loss of earnings (but not loss of other income) up to $250 per day, for assisting Insurer in the investigation or defense of a claim or suit; and (4.) Interest on the entire judgment which accrues after entry of the judgment and before Insurer pays or tenders, or deposits in court that part of the judgment which does not exceed the Limit of Liability that applies. **B. Replacement Cost Damage To Property:** Unless “Replacement Cost” is specifically indicated in the Declarations, Insurer will only pay, at replacement cost, up to $1,000 per "occurrence" for "property damage".

LIABILITY CONDITIONS: A. Limit Of Liability: Insurer’s total liability for all damages resulting from any one "occurrence" will not be more than $100,000 or the Limit of Liability shown in the policy. This limit is the same regardless of the number of claims made. All "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence". **B. Severability Of Insurance:** Coverage applies separately to each "residence premises" tenant household. This condition will not increase the Limit of Liability for any one "occurrence". **C. Duties After "Occurrence":** In case of an "occurrence", the "tenant" will perform the following duties that apply. Insurer has no duty to provide coverage under the policy if the “tenant’s” failure to comply with the following duties is prejudicial to Insurer. The “tenant” will help Insurer by seeing that these duties are performed: (1.) Give written notice to Insurer or their agent as soon as is practical, which sets forth: (a.) The identity of the policy and the "named insured" shown in the policy; (b.) Reasonably available information on the time, place and circumstances of the "occurrence"; and (c.) Names and addresses of any claimants and witnesses; (2.) Cooperate with Insurer in the investigation, settlement or defense of any claim or suit; (3.) Promptly forward to Insurer every notice, demand, summons or other process relating to the "occurrence"; (4.) At Insurer’s request, help them: (a.) To make settlement; (b.) To enforce any right of contribution or indemnity against any person or organization who may be liable to the "tenant"; (c.) With the conduct of suits and attend hearings and trials; and (d.) To secure and give evidence and obtain the attendance of witnesses; (5.) No "tenant" shall, except at their own cost, voluntarily make payment, assume obligation or incur any expense. **D. Suit Against Insurer:** (1.) No action can be brought against Insurer unless there has been full compliance with all of the terms of this policy. (2.) No one will have the right to join Insurer as a party to any action against either the Named Insured or the "tenant". (3.) No action can be brought against Insurer until the obligation of the "tenant" has been determined by final judgment or agreement signed by Insurer.

E. Bankruptcy: Bankruptcy or insolvency of the Named Insured or the "tenant" will not relieve Insurer of their obligations under the policy. **F. Other Insurance:** Coverage under this policy is excess over other valid and collectible “tenant” insurance except insurance written specifically to cover as excess over the Limit of Liability that applies in the policy. **G. Coverage Period:** Coverage under the policy applies only to "property damage" which occurs during a valid Coverage Period. The Coverage Period for each eligible “residence premises” shall commence upon the later of: (1.) the policy Effective Date; or (2.) the inception date of the lease agreement between the “tenant” and the Landlord for utilizing the “residence premises”; or (3.) such later Coverage Effective Date as reported by the Named Insured. The Coverage Period shall cease upon the earlier of: (1.) the policy cancellation or Expiration Date; or (2.) the termination or expiration date of the lease agreement between the “tenant” and the Landlord for utilizing the “residence premises”; or (3.) such earlier Coverage Expiration Date as reported by the Named Insured; or (4.) such other cancellation date as precipitated by non-payment of premium or other valid reasons. **H. Concealment Or Fraud:** Insurer does not provide coverage to a "tenant" who, whether before or after a loss, has: (1.) intentionally concealed or misrepresented any material fact or circumstance; (2.) engaged in fraudulent conduct; or (3.) made false statements; relating to any claim or the insurance coverage provided under the insurance policy.

GENERAL CONDITIONS: A. Tenant is not a Named Insured: The “tenant” is not a Named Insured under the policy. The “tenant” is only an Additional Insured. Further, to qualify as an Additional Insured, all premiums must have been paid for the Coverage Period for such “tenant” and “residence premises”. **B. Cancellation:** The Named Insured or the Insurer may cancel the policy at any time. Upon cancellation, all coverage shall immediately cease for all “tenants”. Upon termination or expiration of the lease agreement between the Landlord and the “tenant” for use the “residence premises”, all coverage under the policy shall immediately cease for such “tenant” without notice to the “tenant”. Unearned premium (if any) will be refunded to the Named Insured in accordance with the terms of the policy. In the event of nonpayment of premium for any individual “residence premises”, the Insurer may, at their option, deny coverage for such “residence premises” and/or monthly reporting period and the same shall not constitute cancellation of this policy. **C. Named Insured’s Duty to Notify Tenants:** Insurer has no duty to notify the “tenant” of cancellation or non-renewal of the policy. The Named Insured shall notify all “tenants” of cancellation or non-renewal of the policy. **D. Assignment:** Assignment of the policy will not be valid unless Insurer gives written consent. **E.Subrogation:** Insurer may require an assignment of rights of recovery for a loss to the extent that payment is made by them. If an assignment is sought, the "tenant" must sign and deliver all related papers and cooperate with the Insurer. **F. Death:** If a “tenant” dies, Insurer shall insure the legal representative of the deceased but only with respect to the “residence premises” of the deceased covered under the policy at the time of death. **G. Waiver Or Change Of Policy Provisions:** A waiver or change of a provision of the policy must be done in writing by Insurer to be valid. Insurer’s request for an examination or a request by either party for an appraisal will not waive any of Insurer’s rights. **H. Premium Reporting and Remittance:** All premiums are payable by the Named Insured. Coverage for any individual “residence premises” and the occupying “tenants” will not be effective unless Insurer receives the Reporting Schedule and the appropriate premium has been paid for such “residence premises”. Coverage may not be backdated prior to the later of the first day of the current Reporting Month or the inception date of the lease agreement without Insurer’s written approval. Failure by the Named Insured to report a “residence premises” shall be evidence that the Named Insured has waived coverage for such “residence premises” and occupying “tenants”. Nonpayment of premium for any individual “residence premises” shall be evidence that the Named Insured has waived coverage for such “residence premises”. If subsequent payment is tendered, Insurer shall have the right but not the obligation to accept payment and extend coverage for such “residence premises”. If the “tenant” obtains other satisfactory insurance in compliance with the terms of the lease agreement, coverage for the residence premises shall be automatically cancelled to such date with a return of any unearned premium.

NOT RENTERS INSURANCE: The insurance policy obtained by the Named Insured is not “tenant” renter’s insurance. It does NOT provide coverage for the tenant’s personal property (contents), “bodiliy injury or “property damage” liability.

REPORTING A CLAIM: Claims or incidents giving rise to a claim shall be reported to the Insurer at the address shown on the first page of this document.