

Office Hours: Monday-Friday 9:00am-5:00pm Closed daily from 12:00pm-1:00pm

TENANT HANDBOOK/RULES AND REGULATIONS

Welcome to your new residence!

We would appreciate it if you would let us know your most current phone number and email address as soon as possible. Remember to also have all of the utilities placed in your name (where applicable), effective the first day of your lease.

The following information is designed to answer frequently asked questions, and to minimize confusion related to caring for the property and interacting with our management company. A list of the most common Tenant-related fees is attached.

Should you have questions, please try to direct them to the appropriate property manager listed below.

Your Property Manager is: _____ Address: 9021 Forest Hill Ave, #2A Richmond, VA 23235
Phone Number & Extension: 804-358-7368 Ext. ____ Email _____@rentinrichmond.com

1. RENT IS DUE ON THE 1ST DAY OF EACH MONTH.

1. Rent may be paid online, mailed or hand delivered to our office. Rent is considered late after the 5th of every month.
2. Late charges will be assessed on the 5th of each month at 5:00pm.
3. Rent may be paid by personal check, money order or cashier's check. **NO CASH WILL BE ACCEPTED.**
4. If mailing the rent, it must be postmarked by the 3rd of the month to avoid late charges.
5. The Tenant may incur additional tenant charges for actions or requests that result in additional work required of the property manager. These fees may be incurred by the Tenant for actions in violation of the Lease Agreement or for requests which require additional action by the property manager or Landlord that go beyond normal or routine operations as described in the Lease Agreement. These charges will be considered rent and due by the 1st of the following month.

2. GENERAL MAINTENANCE

1. **ALL MAINTENANCE MUST BE SUBMITTED IN WRITING. Forms are available on our website, www.rentinrichmond.com or here at the office.**
2. If you have an emergency that cannot wait until the next business day please use the after-hours emergency phone number provided. After-hours maintenance emergency phone number: **804-527-6240**. An emergency is a fire, flood or any dangerous or hazardous situation. Non emergencies: annoying sounds, no A/C or heat during reasonable temperatures, roof leak when it is raining, etc.
3. Tenant shall maintain the dwelling unit and all fixtures and appliances in a clean and sanitary manner and in good repair.
4. Tenant shall notify Landlord immediately of all of the following, but not limited to, broken or damaged glass, screens, locks, plaster, walls, flooring or wood.

5. Tenant shall notify Landlord immediately of any damaged or the non-working condition of ranges, ovens, water pipes, plumbing, electrical appliances, fixtures or outlets.
6. Tenant shall replace any non-working light bulbs. Tenant shall use the appropriate wattage for any lighting fixture.
7. Tenant shall dispose of all garbage, trash, and debris in a clean and safe manner.
8. Tenant shall not permit any garbage, trash, or debris to be left outside the unit or premises unless it is placed in a trash receptacle.
9. Tenant shall not smoke inside the dwelling unit. Tenant shall not permit cigarette butts to be disposed of on or about the unit or the premises, parking area, porches or walkways and is responsible for cleaning up any cigarette butts that are not disposed of properly.
10. Tenant shall keep the drain filter in the bathtub intact, in place, and shall clean it regularly.
11. Tenant shall not remove or tamper with light bulbs on porches, landings, and common areas on the premises.
12. Tenant shall check breaker boxes and plunge toilets prior to requesting maintenance services from the Landlord.
13. Tenant shall unstop and keep clear all waste pipes of food, grease, hair, debris, and feminine hygiene products. In the event that maintenance is required as a result of clogged drains due to Tenant not maintaining drains properly, including but not limited to, drains clogged by food, debris, trash, hygiene products, paper, or waste products. Tenant shall be assessed the cost of repair. Tenant shall not use any plumbing product such as "Drano" to clear drains or pipes.
14. Tenant shall regularly replace the return air vent filter at Tenant's expense.
15. Tenant shall notify Landlord of any carpet stain before attempting to remove the stain.
16. Tenant shall clean and/or replace air conditioner unit filters so as to avoid any damage to the unit, window sills, or walls.
17. Tenant shall notify Landlord immediately of any maintenance item, including a dripping faucet or a running toilet when Tenant first notices the problem or any reoccurrence of such issue. If Tenant fails to notify Landlord immediately, and such failure of prompt notice makes the problem worse, Tenant shall be assessed the cost of repair.
18. Tenant will be charged for any repairs and replacement of including, but not limited to, windows, glass, and screens when damaged or broken during occupancy. Repairs plus material will be charged to the Tenant.
19. Tenant shall not make any alterations, redecorations, additions or improvements without first obtaining Landlord's written consent and such shall, at Landlord's option, remain with the property or be removed by Tenant and property returned to original condition at Tenant's sole expense.
20. General maintenance and repair work shall not be done on the weekends.
21. All yard work on or about the Premises including, but not limited to, raking of leaves and cutting of grass is the sole responsibility of the Tenant(s). If grass, leaves and other debris become overgrown and excessive, Tenant(s) will be given written notice to resolve this issue within three (3) calendar days. If Tenant(s) have not resolved the issue in this time, Landlord will contract a lawn care specialist and the cost of such lawn care will be billed to Tenant(s). Landlord also reserves the right to charge a monthly fee of \$150 to tenant for lawn care if Tenant does not cut and take care of yard.

22. No vehicles are to be parked on or about the Premises, except in driveways, garage and sides of streets where permitted by law.

3. KEYS/LOCKS

1. Tenants shall be responsible for any lost or stolen keys. For the safety of the Tenant and security of the Premises, when any keys to the Dwelling Unit are lost or stolen, the locks will be changed and re-keyed at Tenant's sole expense.
2. In the event that Tenant is locked out of the unit, Tenant shall notify a locksmith for assistance. Tenant shall be responsible for all costs and expenses, including the fee of the locksmith. Landlord, when available on Premises, will unlock a Unit for \$50.00 payable to Landlord before the unit is unlocked. Landlord does not provide a "lockout" service to Tenants who are locked out of their apartment.
3. Tenant, when leaving the unit, shall lock the unit door and carry the keys with them. For security purposes, it is Landlord's policy for all maintenance and service personnel to lock the unit door upon leaving the unit. It is not the responsibility of Landlord when the unit is left unlocked by Tenant, the unit is then serviced and, subsequently, Tenant becomes locked-out of the unit.
4. Tenant shall not add any additional locks or change existing locks without written permission from the Landlord.
5. One set of keys will be issued to each Tenant at the time of occupancy. Additional keys will be provided upon request at Fifteen Dollars (\$15.00) per key.
6. Landlord, at Tenant's request and at Tenant's sole cost and expense, will have all locks on the Dwelling Unit re-keyed. Tenant(s) may, at any time, ask Landlord to: (a) install one keyed deadbolt lock on all exterior doors, if the Dwelling Unit does not already have one installed on each door; (b) install one door viewer on each exterior door; and (c) change or re-key locks during the Lease term. Landlord will comply with such request at Tenant's cost and expense, in accordance with the amounts shown in the Damage Addendum, will all such costs to be paid by Tenant as additional rent with the next monthly payment of Rent by Tenant after receipt by Tenant of any invoice from Landlord.
7. New Locks Pursuant to Court Order. Any Tenant who has obtained an order, excluding exparte orders, granting such Tenant possession of the Dwelling Unit to the exclusion of one or more other Tenant or authorized occupants in accordance with the provisions of Section 55-248.18:1 of the Act may request Landlord to install new locks or other security devices on all exterior doors of the Dwelling Unit. Tenant will reimburse Landlord's actual costs for such new locks or security devices. All such costs will be paid by Tenant as additional Rent with the next monthly payment of Rent by Tenant after receipt by Tenant of an invoice from Landlord.
8. Lockouts will not be charged a fee during normal office hours, if the sole action performed is borrowing a key for the purposes of unlocking the door to the Dwelling Unit. After office hours, Tenant(s) must call the locksmith designated by Landlord in order to obtain access to the Dwelling Unit. Tenant(s) are responsible for payment of the locksmith charges. Proper identification is required to be admitted to a Dwelling Unit.
9. Tenant(s) will not install any other burglary prevention devices, other than the deadbolt locks, secondary locking devices on sliding doors, and exterior window locks provided by Landlord in accordance with the lease, without Landlord's prior written approval, which will be given to Tenant(s) upon request if the additional devices comply with the following and conditions: (a) The installation does not permanently damage the Dwelling Unit; (b) Duplicate keys, or any access codes are

proved to Landlord; and (c) Upon termination of the Lease, Tenant(s) remove such devices, and restore the Dwelling Unit to its original condition, should Landlord so request, except that deadbolt locks shall not be removed from the Dwelling Unit and such deadbolt locks become the property of the Landlord.

4. USE AND OCCUPANCY

1. Tenant shall not permit or have pets or animals, wild or domestic, of any sort in or on Premises without prior permission. This includes mammals, reptiles and birds. Tenant acknowledges that any violation of this provision by Tenant or others on the Premises shall be considered a material noncompliance breach of this agreement.
2. Tenant shall be liable for any damage caused by the animal, including, but not limited to, carpet cleaning/replacement and pest treatment, even if not discovered until up to thirty (30) days after the end of the term. **TENANT MAY BE CHARGED A \$200 FEE FOR THIS VIOLATION.** All approved animals must provide proof of current shots and current license from the city or county.
3. Tenant shall not place or permit to be placed any wires, cables, aerials, antennae, satellite dish, or similar apparatus upon the roof or any other part of the building. Tenant is not permitted to repair, replace, or upgrade any wires, cables, or related apparatus unless Tenant has received written permission from the Landlord.
4. Tenant shall not use the parking area, driveway, dwelling unit or porch for painting.
5. Tenant shall not place or permit to be placed any item on the premises that diminishes the appearance of the premises as determined solely by the Landlord.
6. If Tenant desires to use the fireplace, they must receive written consent from the Owner/Landlord as well as have the fireplace inspected and proved proof of inspection as Tenant's sole cost.
7. If property is part of a homeowner's association, Tenant agrees to adhere to all Homeowner's Association Rules and Regulations.
8. Tenant shall not park any motorized vehicle on the front, side, or rear lawn of the Premises without the prior, written approval of Landlord.
9. If there is oil heat in the home, tenant shall have an on-going account with Hungerford or Woodfin to keep the tank full. If at any time the tank is empty and the boiler shuts off, tenant will be responsible for contacting the oil company to re-light the burner and pay any associated costs. Upon move out, any remaining oil in the tank will be measured by the oil company and the amount submitted to Rent in Richmond. Incoming tenant will pay outgoing tenant for remaining oil.
10. Tenant(s) will:
 1. Keep Dwelling Unit in a good, clean, safe, and sanitary condition.
 2. Tenants are obligated to follow the rules and regulations as stated in the Tenant's Handbook as provided to the Tenant upon occupancy. This Handbook can also be reviewed online at www.Rentinrichmond.com under Tenant Forms.
 3. Comply with all applicable health and safety laws, rules, and regulations.
 4. Tenant(s) shall make all requests for maintenance and repairs in writing. Requests can be submitted by e-mail or at www.rentinrichmond.com.
 5. **This is a nonsmoking apartment and building.** If Tenant(s) or Tenants' guests' smoking is deemed to be excessive, at the sole discretion of the Landlord, then the Tenant(s) shall be fined Two Hundred Fifty Dollars (\$250.00) plus the cost of cleaning and repainting the Dwelling Unit.
 6. Use in a reasonable manner all utilities, services, facilities, appliances, and equipment provided by Landlord, and to keep such items as clean and safe as their condition permits.

7. **Mold.** Tenant will use reasonable efforts to maintain the Dwelling Unit and premises in such a good condition as to prevent accumulation of moisture and the growth of mold, and to notify Landlord in writing promptly of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and does hereby agree to indemnify and hold Landlord and Agent harmless from and against any and all loss, damage, claim, suit, cost (including reasonable attorney's fees and costs at all tribunal levels), or other liability whatsoever resulting from Tenant's failure to comply with the provisions of this subsection or any other provisions of law. See mold addendum.
8. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities, and appliances in the Dwelling Unit, and shall maintain such services at all times during the occupancy of the Dwelling Unit. Tenants shall keep all drains free from hair and other debris. Feminine hygiene products are not to be disposed of in the commode. Tenant will be responsible for plumbing expense to clean clogged sewer or waste lines in the event foreign objects are found. Tenant(s) shall be responsible for any damage caused by their failure to comply with this requirement.
9. Keep all appliances and equipment in good and clean condition, with the exception of reasonable wear and tear, this includes the replacement of light bulbs. The Dwelling Unit has been furnished with the necessary large appliances; additional large appliances (i.e., freezers, etc.) or equipment are prohibited. Washing machines and dryers are permitted only in those dwelling which have an existing washer/dryer hookup provided by Landlord.
10. Keep the Dwelling Unit heated to a minimum of 55 degrees during the winter months if providing their own heat. Tenant is responsible for changing the furnace/air conditioner filter once a month. If Landlord replaces the filter, the Tenant will be charged a Non-Compliance Fee each time it is replaced.
11. If the Landlord pays for heat, the heat is normally turned on by October 15th and turned off by April 15th. The heat is automatically set to go on from 4:00 a.m. to 10:00 a.m. and again from 3:00 p.m. to 12:00 a.m. midnight. Our thermostats are set at a maximum temperature of 68 degrees.
12. Keep all windows and doors closed in the Rental dwelling during periods of inclement weather.
13. All glass, locks, and trimmings in and about the Dwelling Unit shall be kept intact and undamaged and, whenever any breakage shall occur, the same shall be promptly replaced or repaired at the cost of the Tenant.
14. Cover windows with proper window dressings (i.e. no sheets, quilts, etc.). Window dressings are not provided by the Landlord.
15. Place only patio and/or lawn furniture on the balcony or in the yard. Tenant(s) shall keep their individual balconies or patios neat and orderly. Only outdoor furniture in appropriate quantities and plants shall be visible. Any interior furniture used outside will be removed at Tenants' expense. No other items, such as baby swings, laundry, towels, bicycles, mops, or brooms shall be permitted. The use of personally owned lawn furniture and equipment should be confined to your apartment area in order to maintain proper appearance of the lawn area. **If Leased dwelling is a single-family residence, Tenant is responsible for all**

yard maintenance, grass cutting, trimming of bushes, removal of trash, removal of leaves, etc.

16. No use of the roof for any purpose whatsoever. Roofs are not designed or constructed to hold any persons or property and it is unsafe for any persons or property to be placed on the roof.
17. Tenant shall not paint or disturb any painted surfaces or make other alterations to the Dwelling Unit without Landlord's prior written approval. Tenant shall notify Landlord and Agent in the event there is any chipped or peeling paint in the Dwelling Unit
18. There will be no application of any type of Chalk to the property or premises. There will be an automatic penalty to the tenant of a minimum of \$250.00 or the full cost to cure, whichever is more. This penalty shall be applied regardless of the source of the chalk application.
- 19. Should Tenant be charged civilly or criminally, Landlord may, at Landlord's option, consider said charge to be grounds for termination of this Lease.**
20. Tenant may not use or keep a grill on any porch and/or deck. Any grills found on the porch and/or deck will be removed immediately at Tenant's expense.
21. Waterbeds are prohibited. The presence of such is grounds for eviction and Tenant is responsible for all damages caused by the waterbed.
22. Tenant may not deliberately or negligently destroy, deface, damage, or impair any part of the Dwelling Unit or the premises (including fixtures, facilities, and appliances) or permit any person to do so whether known by Tenant(s) or not, and Tenant(s) shall be responsible for any damage caused by their failure to comply with this requirement.
23. Tenant(s) shall give Landlord prompt notice if any such damage occurs. Use the best efforts to maintain the floors and walls in their present condition. Tenant shall cover heavily traveled areas of the floor with rugs and shall prevent heel marks on the floors. Any and all wood floors must be seventy percent (70%) covered with carpet or rugs to protect the flooring and to decrease noise levels.
24. Conduct themselves and require other persons on the premises with their consent, whether known by Tenant(s) or not, to conduct themselves in a manner that will not unreasonably disturb nor interfere with the neighbor's peaceful enjoyment rights, comforts, or convenience of other Tenants nor damage such premises. The hours between eleven o'clock pm (11:00 pm) and eight o'clock am (8:00 am) are considered quit hours and will be observed by all Tenant(s) and/or guest(s).
25. Tenant will not allow bands, musical instruments, or loud music of any type in the Dwelling Unit. No large parties are allowed. Should complaints be registered either with the police or agent and we respond to the situation, the Tenant causing the disturbance will be charged a Non-compliance Fee for each visit. This will be documented as a service charge. If damage to the premises should result to the building or grounds, the cost to correct the damages will be charged to the Tenant(s) hosting the party.
26. Landlord may provide various recreational areas and facilities for the use and enjoyment of Tenant(s) and their guests. All persons who use such areas and facilities do so at their own risk and assume all liability and responsibility for any accidents or personal injuries which may occur in connection with the use of these areas and facilities, in accordance with the "Informed Consent and Liability Release" if applicable. Any temporary interruption, modification, or

discontinuance of any particular recreational service is not a cause for damages, for termination of the Lease, or for a rebate or reduction in Rent.

27. **Authorized Occupants, Guests, or Invitees.** Tenant(s) are responsible for the acts and conduct of their authorized occupants, guests, or visitors to the apartment community, and if any such persons commit acts which constitute violations of the Lease, the Virginia Residential Landlord and Tenant Act, or other provisions of Virginia law, Landlord may proceed against Tenant(s) for termination of the Lease based upon the violations of such authorized occupants, guests or visitors.
28. **Dangerous Matters Prohibited.** Tenant(s) will not use or keep in the Dwelling Unit or on the premises explosives, cotton samples, burning fluid, camphene, kerosene, fuel of any kind, or other easily flammable material and shall not otherwise permit anything to be done on the property or the apartment community which will in any way increase the rate of fire insurance in the apartment community, or in any way conflict with any ordinance, rule, or regulation of any governmental authority having jurisdiction over the community. Storing, keeping, or using gas, charcoal, or open burners of any sort (as well as the fuel that they use) or any other cooking device not designed for indoor use is prohibited anywhere in the community including within Dwelling Unit, or on terraces, patios, or balconies, except that charcoal may be burned in any grills that may be provided in the party areas, under direct supervision of an adult. No car washing or cleaning is allowed except in areas designated by Landlord, unless Tenant(s) are leasing a single family dwelling.
29. **GARBAGE REMOVAL.** Tenant(s) must take the trash and garbage from the Dwelling Unit to the place(s) designated by Landlord. Trash must be wrapped or placed in plastic bags and cardboard boxes must be broken down. Tenant(s) shall be charged a Non-Compliance Fee, plus cost of disposal for trash left by Tenant(s) in any area other than the designated trash receptacles.
30. **SECURITY DOORS.** Tenant(s) will keep any and all common entrance doors to Dwelling Unit and/or building closed at all times for reason of security and energy conservation. Tenant(s) are encouraged to keep their doors locked.
31. **PARKING. If Subject Property is a Dwelling Unit that has restricted parking, then it is Tenant(s)' responsibility to obtain a parking permit.** These permits are available only to Tenant(s) living at properties with private restricted parking and may change from year to year. These permits are to be hung from the rear view mirror. If a valid parking permit is not hanging from the rear view mirror, the vehicle is subject to towing at the vehicle owner's expense. Please park in a manner to allow others to get into the parking lot. To enforce towing of non-authorized vehicles, we need to allow enough space for the tow truck to get into the parking lot. Parking is not guaranteed. Permits will be issued only once upon move in. Tenant(s) must park any automobile or other vehicle, within the lines marking a single space, and then only in the spaces designated for Tenant(s) to park by Landlord. All parking is on a first-come, first-serve basis. The parking of motorcycles, boats, trailers, commercial vehicles, and vehicles with six (6) or more wheels is prohibited anywhere on the premises, except where the Landlord expressly designates a certain area for this purpose. No motorized vehicles shall be kept inside the Dwelling Unit. Every vehicle, parked on the premises must have current license plates, be properly inspected, and otherwise be an operating motor vehicle otherwise in compliance with this paragraph. Landlord reserves the

right to have any vehicle towed away at the Tenant(s) expense, or at the expense of the vehicle owner, for a non-compliance with this Section. Repairing of automobiles, or any other vehicles, is prohibited anywhere on the apartment community property.

32. **COMMON AREAS.** The walks, entrances, passages, courts, stairways, corridors, and halls must not be obstructed or encumbered or used for any purpose other than entering or leaving the Dwelling Unit. Any objects left in the common areas by tenant(s), their occupants, guests or invitees shall be subject to removal by Landlord in which case Tenant(s) will be charged a Non-compliance Fee per occurrence, plus disposal charges. Tenant(s) may not linger or loiter in the common areas or passageways. Deliveries of newspapers and other articles, must be taken into the Dwelling Unit promptly. Riding and/or storage of bicycles and/or motorized bikes on the sidewalks, hallways, fire escapes, or lawn of dwelling is prohibited. No bicycles or other objects may be locked to any part of the property, including porches, lamp posts, or porch balustrades. In the event of damage to the common area resulting in a cost to the Landlord to remedy and/or repair and the Agent/landlord cannot determine which Tenant caused said damage, then said cost will be prorated evenly amount all the Tenants in the building.
33. **EXTERMINATION.** Exterminating services are available at the discretion of Landlord. Several building have pest control enforce. Tenant shall keep the Dwelling Unit free from insects and pest, and promptly notify the Landlord of the existence of any insects or pests. Tenant shall prepare the Dwelling Unit for the application of insecticides or pesticides in accordance with any written instructions of Landlord, and if insects or pests are found to be present, follow any written instructions provide by landlord to eliminate the insects or pests following the application of insecticide or pesticides. Should a Tenant have concerns about specific insecticides or pesticides, the Tenant(s) shall notify the Landlord in writing no less than twenty-four (24) hours before any scheduled insecticide or pesticide application, in accordance with the terms of this Lease. Tenant does hereby release Landlord and Agent from any and all claims or liability to Tenant, Tenant's authorized occupants, or guests or invitees, and do hereby agree to indemnify and hold Landlord and Agent harmless, from and against any and all losses, damages, claims, suits, costs (including reasonable attorney's fees and costs) or other liabilities whatsoever arising from the presence of insects or pest in the Dwelling Unit, and/or resulting from Tenant's failure to comply with the provisions of this subsection of any other previsions of law.

5. MOVE-OUT

1. All unpaid charges, costs, and rent shall be paid in full.
2. All original keys shall be returned to Landlord. If not returned, Tenant shall pay the fees for changing the locks and obtaining new keys.
3. Tenant shall provide Landlord a valid forwarding address and telephone number.
4. **Tenant must have unit professionally cleaned by approved cleaning service.**
5. **Tenant must have the carpets professionally cleaned at Tenant's expense and provide a receipt to the Landlord upon move-out. This is auxiliary to the cleaning service mentioned in above item 4.**
6. Tenant agrees that there will be a partial charge for painting if the Tenant vacates within three (3) years and painting is necessary, as determined by the Landlord. Tenant shall be responsible for all costs of painting if Tenant vacates within one (1) year and painting is necessary, as determined by the Landlord.

7. Tenant has the right to be present at the move-out inspection. If Tenant wishes to be present, Tenant must notify Landlord in writing and Landlord will then notify Tenant of the date and time of the inspection.
8. Only those who are on the Lease are permitted to be present at the move-out inspection.
9. All deposits shall be returned via a direct deposit. Deposits shall be returned to one bank account only. All tenant(s) shall submit a direct deposit form to the office via their Appfolio portal by or before keys are turned in. To have a physical check written there is a fee of \$100.
10. Move-out inspections will be conducted by appointment only, Monday through Friday between 9:00 AM and 4:00 PM. An appointment for a move-out inspection must be made with Agent at least one (1) week in advance.

6. LEASE ACCOMMODATION POLICY

1. Contact your Property Manager to discuss whether or not the Owner of the property will allow you to get out of your existing lease contract.
2. If the property Owner will allow you to get out of your contract, the following requirements must be adhered:
 1. The Tenant needs to review and agree to the terms on the Tenant Accommodation form provided here at our office as well as pay the fee equal to one (1) month's rent.
 2. Tenant is responsible for all of their lease contract terms and conditions until a suitable replacement tenant has been located, they have been approved by the Property Manager, a signed lease agreement is in our hands, and the replacement Tenant takes occupancy of the property.
 3. The current Tenant must arrange to perform a final walk-through inspection with their Property Manager and return all keys prior to the replacement tenant moving in. Should the keys not be returned, the Tenant will be held responsible for the expense to re-key the locks.
 4. **UNDER NO CIRCUMSTANCES SHOULD A TENANT ALLOW SOMEONE TO MOVE INTO THE PROPERTY WITHOUT THE WRITTEN CONSENT OF THEIR PROPERTY MANAGER.**

7. REPLACING ONE TENANT WITH MULTIPLE LEASEHOLDERS DURING A LEASE TERM

1. Should a Tenant want to change roommates during a lease term, they need to submit a request to their Property Manager in writing.
2. The change may be allowed only with written permission by the Property Manager and with the Landlord's approval.
3. All leaseholders need to review and agree to the terms on the Tenant Replacement form provided here at our office as well as pay the fee equal to one (1) month's rent.
4. **UNDER NO CIRCUMSTANCES SHOULD A TENANT ALLOW SOMEONE TO MOVE INTO THE PROPERTY WITHOUT THE WRITTEN CONSENT OF THEIR PROPERTY MANAGER.**

8. TERMINATION AND RENEWAL

1. **Either party may terminate this Lease at the end of the initial term of this Lease, or at the end of any subsequent and then existing term, by giving the other party written notice at lease ninety (90) days prior to the effective date of such termination. Said ninety (90) day period shall begin to run as of the next Rent due date. Tenant(s), in addition to providing sufficient notice to Landlord of an intention to terminate, must be current in Rental payments; must surrender**

possession of the Dwelling Unit in good condition, with the exception of reasonable wear and tear; and must pay for all damages or assessments for damages made by landlord against Tenant(s) in accordance with the Damage Addendum, other provisions of this Leases, or as Landlord shall see fit. If no such notice to terminate is given, the term of this Lease shall be extended for self-renewing twelve (12) months terms until either party gives notice to terminate in accordance herewith, unless terminated in accordance with any other applicable provision of this lease, or Virginia law.

2. If Landlord intends to change the terms or conditions of the Lease, Landlord will give Tenant(s) written notice at least ninety calendar (90) days prior to the end of the initial or then existing Lease Term or any renewal Lease Term, advising Tenant(s) of the new terms and conditions of a renewal Lease. Should Tenant(s) fail to provide Landlord written notice at least ninety (90) days prior to the expiration of any Lease Term of Tenant(s)' intentions to remain in the Dwelling Unit, or vacate, tenant(s) shall be deemed to have agreed to the terms and conditions set forth in landlord's notice, and shall be bound for such, until such time as the Lease is terminated in accordance with this Section.
3. In the absence of any such notice, this Lease will continue for an additional terms of twelve (12) months, and upon the same provisions, covenants, and conditions, until terminated by the giving of written notice by either Landlord or Tenant at least ninety (90) days before the expiration of the then current term, excepting that the Rental payments shall be increased, beginning on the respective anniversary date, by four percent (4%) over the Rent payable during the most recent term of this Lease.
4. Your Lease begins at 2:00 PM on the day specified in your Lease and will expire at 11:00 AM on the last day of your Lease. All keys must be returned to the Landlord no later than 11:00 AM on the last day of the Lease. In the event the keys are not returned on time, Tenant will incur the cost of replacing all locks.

9. ACCEPTANCE OF RENT WITH RESERVATION.

1. Unless Landlord accepts the Rent with reservation and gives a written notice to Tenant(s) of such acceptance in a termination notice within five (5) business days of receipt, acceptance of periodic Rental payments with knowledge of a material non-compliance by the Tenant(s) constitutes a waiver of Landlord's right to terminate the Lease. If Landlord has given Tenant(s) written notice that the periodic Rental payments have been accepted with reservation, Landlord may accept full payment of all Rental payments, damages of other fees and still be entitled to receive an order of possession terminating the Lease as provided in Section 55-248.34 of the VRLTA. Any Rental payment received after judgment and possession has been granted to landlord against Tenant(s), but prior to eviction, will be accepted with reservation and will be applied to the judgment amount, including the late charges, applicable costs and attorney's fees, but will not affect the pending eviction pursuant to the order of possession granted by a court of competent jurisdiction. Further, the acceptance of the said amount with reservation is no way creates a new Landlord/Tenant relationship with Tenant(s).

10. LEASING FEE.

1. In consideration of Agent's procuring Tenant as a Tenant in the Dwelling Unit and negotiation of this Lease, Landlord agree to pay Agent a leasing fee of Ten percent (10%), which fee shall separate from any management agreement between Landlord

and Agent however in no event shall the combined Leasing Fee and management fee exceed **Ten percent (10%)** in accordance with management agreement. This fee is earned when this Lease is executed, and is payable on all Rent during the original term, any renewals, extensions, expansions, replacements, relocations, or new leasing between Landlord and Tenant(s) or its successor and assigns, No sale of the Dwelling Unit or the Premises shall release Landlord or its successor or assigns from the obligations set forth herein. Agent shall have the right to collect all Rent due hereunder so that its fees and commissions may be paid in installments as the Rent is received and retained by Agent before remitting the Rent (less such fees or commissions) to landlord: but if any act be done to deprive Agent of its right to collect the Rent, then the entire amount of fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable. In addition to this fee or any other fee payable to Agent hereunder, Landlord agrees to pay Agent a sales fee equal to six percent (6%) of the gross sales price if the Dwelling Unit or Premises is sold during the Term of this Lease or any renewals or extensions thereof or within 120 days after the termination of this Lease to Tenant or to any entity affiliated with, controlled by or under joint ownership or control with Tenant or any of its owners or principals. This provision does not grant Tenant any right to purchase the Dwelling Unit or the Premises, nor does it authorize Agent to offer such property for sale. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Dwelling Unit or Premises, Agent shall deliver such notice to Tenant, unless such notice was delivered by Tenant to Agent.

11. VIOLATIONS OF RULES AND REGULATIONS

1. The imposition and payment of any fee imposed for violating these Rules and Regulations shall not be an election of remedies by the Landlord. Landlord shall have the right to pursue all such other remedies against Tenant as provided by law or the Lease Agreement, including the termination of the Lease.

12. CHANGES TO RULES AND REGULATIONS

1. Landlord shall be permitted to modify, amend, and change these Rules and Regulations in this Handbook as circumstances necessitate and Tenant agrees to be bound thereby.

13. LIST OF FEES TO ALL TENANTS

1. Tenant Accommodation one (1) month's Rent
2. Tenant Replacement one (1) month's Rent
3. Re-inspection for double walk-through \$100.00
4. Rapid refund fee \$100.00
5. Photo & Nuisance fee \$150.00
6. Hold over fee \$400.00 + any accrued actual damages to incoming Tenant: all paid by exiting Tenant
7. Repairs required as a result of Tenant negligence \$25.00 + cost of repairs
8. Property Manager assisting Tenant with tenant related services: \$50.00
9. Fees for extra copies of Lease: \$15.00 for hard copies, \$5.00 for email
10. Re-write Lease \$100
11. Return of over-paid funds at end of lease processing fee \$50
12. Issue or Reissue of Check for Any Reason \$100

I acknowledge that I: a.) have read this agreement, b.) understand the terms of this agreement, c.) have had the opportunity to consult [and have consulted] with independent legal counsel in connection with this agreement, and d.) have signed this agreement voluntarily.

Acknowledged and agreed to:

Tenant _____ Date_____

Tenant _____ Date_____

Tenant _____ Date_____

TENANT REPLACEMENT SUPPLEMENT

Print Name **(Outgoing)**

Print Name **(Existing)**

Print Name **(Existing)**

Print Name **(Existing)**

Subject Property

Under no circumstances are you to allow anyone to move into the property during your tenancy.

Should you wish to have someone replace you as a Tenant(s), the following requirements must be understood completely and agreed to by all the current leaseholders.

✓ **A non-refundable, replacement fee equal to one (1) month's rent is required with this form** and must be paid prior to RentInRichmond.com's accepting an application from any prospective replacement tenant. (Example: If the total rent due for the unit is \$750.00 per month, the replacement fee is \$750.00)

✓ **Any prospective replacement Tenant(s) must complete an application, submit an Application Processing Fee(s) of \$55 and be approved by RentInRichmond.com.**

✓ **The incoming Tenant accepts the Premises in "AS-IS" condition. There will be no inspection at move out or move in.**

✓ **Should a guarantor be needed, they must understand that they are separately and jointly responsible for the terms of the lease.**

✓ **If you are only removing a roommate then the current roommates must qualify on their own.**

✓ **As out-going Tenant(s), you are responsible for all lease terms including maintaining utilities and insurance until the prospective new Tenant has taken possession or until the current Lease expiration date.**

✓ **Once RentInRichmond.com receives this form AND the fee AND VAR Form 250 with all**

Leaseholders' signatures acknowledging the requirements stated below (Guarantors are not required to sign this form). The property is taken "AS IS" by the incoming tenant, there will be no partial move in inspection. We do not prorate rent. If a move in happens after rent is due tenants will need to sort out financials between themselves. If the outgoing tenant is not vacated and keys returned to RentInRichmond.com office at 9021 Forest Hill Ave, #2A on or before 11:00 am the day prior to the new Tenant(s) move-in date or the Lease expiration date, there will be a \$100.00 charge assessed against your account as well as the cost incurred by the incoming tenant. If an outgoing tenant supplies keys to the incoming tenant there is a non compliance fee and the unit will be rekeyed at the outgoing tenant's expense. Our tenants' security is paramount.

The security deposit will be returned to the **current** Tenants per the lease agreement. The outgoing tenant forfeits ownership of the deposit upon move out.

This form is used with VAR Form 250 Revised

TENANT ACCOMMODATION SUPPLEMENT

Print Name

Print Name

Print Name

Print Name

Subject Property

Under no circumstances are you to allow anyone to move into the property during your tenancy without being approved by RentInRichmond.com.

Should all the Tenant(s) wish to terminate their Lease Agreement prior to the Lease expiration date, the following requirements must be understood completely and agreed to by all Leaseholders.

✓ **As out-going Tenant(s), you are responsible for: (A) all Rents and damages to the premises; (B) maintaining utilities such as electricity, gas, water & sewer, until the prospective new Tenant(s) have taken possession and the dwelling has been re-Rented; or until the current Lease expiration date.**

✓ **There is a non-refundable fee, due from current Tenant(s) with this form, equal to one (1) month's Rent. (Example: If your Rent is \$750.00, your Fee is \$750.00)**

✓ **Once RentInRichmond.com receives this form and fee with all Leaseholder's signatures acknowledging the requirements stated below (Co-Signors are not required to sign this form) and provide us with the Fee, we will add the property to our Rental availability listings and set up showings for the Premises to any prospective Tenant(s). Tenant accommodation will only be allowed to occur at end of the month or with 45 day notice to the Property Manager.**

✓ **Prospective Tenant(s) will be required to: (A) complete an Application. (B) submit an Application Processing Fee (\$55 per applicant/co-signor) (C) submit an Application Deposit Fee equal to one (1) month's Rent and (D) be approved through the RentInRichmond.com screening process.**

Current telephone number to use for notification when we show the Premises to prospective Tenant(s). Cell: _____ Work: _____

The outgoing Tenant(s) Security Deposit will be refunded after a satisfactory move-out inspection has been completed. You must give us written notification if you would like to be present during the move out inspection. If the property is not vacated and keys returned to RentInRichmond.com office at 9021 Forest Hill Ave, #2A on or before 11:00 am the day prior to the new Tenant(s) move-in date or the Lease expiration date, there will be a \$100.00 charge assessed against your account.

The outgoing Tenant(s) Security Deposit will be returned within 45 days after the new Lease is in effect and incoming Tenant(s) take possession.

I/We the outgoing Tenant(s) acknowledge and agree to the requirements of RentInRichmond.com. Outgoing Tenant(s) please sign below:

Sign Name (Date)

Sign Name (Date)

Sign Name (Date)

Sign Name (Date)

I/We the outgoing Tenant(s) request the replacement Tenant(s) to take occupancy on
Month and Day _____

Notice: This form and agreement are subject to the property owner's final decision on whether or not to allow the Tenant(s) this option.