

LEASE AGREEMENT

THIS LEASE AGREEMENT dated _____ (the Lease Execution Date) is by and between CSB, LIMITED LIABILITY COMPANY (Landlord), or CSB, L.L.C. II (Landlord), or CSB, L.L.C. III (Landlord), collectively t/a COLLEGIATE SUITES OF BLACKSBURG; or UNIVERSITY HOUSING CORPORATION (Landlord) t/a HUNTERS RIDGE OF BLACKSBURG; or DMI CORPORATION (Landlord) t/a HUNTERS RIDGE CONDOMINIUM; and

(Resident, whether one or more, and jointly and severally if more than one). In consideration of mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord agrees to lease to Resident the Premises (further defined in Section 3. herein) located at:

Landlord and Resident further agree as follows:

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

- A. This Lease Agreement is an Individual Lease or a Joint Lease (defined in Section 3.)
- B. This Lease Agreement requires Resident to provide Guarantor's Agreement(s)? No Yes (IF YES, LANDLORD, AT ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO DEEM THIS LEASE AGREEMENT INVALID AND UNENFORCEABLE UNLESS ALL NECESSARY "GUARANTOR'S AGREEMENT"(S) ARE PROPERLY EXECUTED AND RECEIVED BY LANDLORD. See also Sections 30., 43., 44.and 45.)
- C. This Lease Agreement requires Resident to sign a Water/Wastewater Metering and Billing addendum? No Yes (If yes, see Sections 43. and 45.)
- D. The Premises is leased Furnished or Unfurnished
- E. The Lease Term is for a period of _____ days beginning at 10:00 a.m. on _____ and ending at 12:00 midnight on _____. Upon expiration of the Lease Term, this Lease Agreement shall not automatically renew, nor shall it convert to a month-to-month basis, or any other extended form of this Lease Agreement. If Resident wishes to continue to occupy the Premises after the expiration of the Lease Term described herein, Resident must enter into an additional Lease Agreement with Landlord for a succeeding term. This Lease Agreement shall not guarantee Resident the right to lease the Premises for any period succeeding the Lease Term described herein, therefore Resident is encouraged to notify Landlord as soon as possible of any intention to enter into a Lease Agreement for the Premises for any period subsequent to the Lease Term described herein. Landlord reserves the right to lease the Premises to another party for a period succeeding the Lease Term any time prior to receipt of notice of any such intention and completion of a fully executed Lease Agreement for any succeeding term.
- F. Total Term Rent is _____ Dollars (\$ _____), exclusive of any prepayment discounts (further described below).
- G. Rent is to be paid in advance by one of the following methods:
 - 1. **Monthly Installments** – Twelve (12) equal monthly installments of _____ Dollars (\$ _____), the first installment paid on or before the beginning of the lease term and the remaining eleven (11) installments paid on or before the fifteenth (15th) day of each subsequent month, OR
 - 2. **Semi-Annually (Discounted)** – Two (2) equal semi-annual installments of _____ Dollars (\$ _____), the first installment paid on or before the beginning of the lease term and the second installment paid in full on or before _____, OR
 - 3. **Annually (Discounted)** – One (1) payment of _____ Dollars (\$ _____) paid in full on or before the beginning of the lease term.

Resident elects the Monthly Installments payment method unless all payment(s) under either the Semi-Annual or the Annual payment methods are paid in full pursuant to the terms above.

- H. Acceptable Forms of Payment – Resident agrees payment will be made by check, money order, cashiers check, certified check, or other method acceptable to Landlord upon written advance notice to Resident, except as further described in Section 2.C. RESIDENT UNDERSTANDS AND AGREES THAT NO CASH WILL BE ACCEPTED BY LANDLORD FOR ANY AMOUNTS DUE LANDLORD SET FORTH IN THIS LEASE AGREEMENT.
- I. Late Fee – If Landlord does not RECEIVE the total monthly installment, and/or any other amount due Landlord set forth in this Lease Agreement, on or before 5:00 p.m. on the twentieth (20th) day of each month during the term of this Lease Agreement, or within five (5) days of Resident's receipt of written notice from Landlord by Resident if the term of this Lease Agreement has expired, a late fee of ten percent (10.0%) of the total outstanding balance then due and owing will be charged and immediately payable to Landlord.

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- J. Payments Denied for Insufficient Funds – A fee of Twenty-Five Dollars (\$25) will be charged for each returned check, in addition to the late fees specified herein. This fee shall also apply to any other payment denied for insufficient funds.
- K. Amounts Due at the Lease Execution Date – At the time of the Lease Execution Date (stated above), Resident is required to pay a **Security Deposit** of _____ Dollars (\$) and a **Non-Refundable Redecorating Fee** of _____ Dollars (\$ _____), except as described herein.
- L. **Utilities** – Resident shall pay for all utilities except trash collection, which shall be paid by Landlord.

2. RENT

- A. Rent is as set forth in Sections 1.F., 1.G., and 1.H., and as further described herein. Rent shall be paid in advance, without offset, deduction, or demand at Landlord’s rental office located at 1310 Henry Lane, Blacksburg, Virginia 24060, or at such other place or in such other manner as Landlord may designate by advance written notice. **For administrative purposes, payment must include the unit number on the memo line of the check or an equivalent written designation.** Payments received from Resident will be applied to the oldest outstanding balance first. Landlord shall apply payments received from Resident without respect to any memo or designation on, attached to, or accompanying any payment, whether written or oral, and as such Landlord shall not recognize any such designation, with the exception of the unit number designation described herein. By tendering a check to Landlord, Resident and/or any party tendering a check on behalf of Resident authorizes Landlord to use the information on each check to make a one-time electronic funds transfer (EFT) or bank draft from the bank account on which the check is drawn for the amount of the check, or to process the payment as a check transaction. As such, the bank account on which the check is drawn may be debited as soon as the same day Landlord receives payment, and the canceled check will not be returned from the financial institution. Time is of the essence for payment of rent and all other charges described in this Lease Agreement.
- B. Late Payment – If rent is paid in monthly installments, the first installment is due on or before the beginning of the lease term and the eleven subsequent installments are due by the fifteenth (15th) day of each month thereafter. Rent is considered late on the sixteenth (16th) day of each month. If Landlord does not RECEIVE the total monthly installment, and/or any other amount due Landlord set forth in this Lease Agreement, on or before 5:00 p.m. on the twentieth (20th) day of each month during the term of this Lease Agreement, or within five (5) days of Resident’s receipt of written notice from Landlord by Resident if the term of this Lease Agreement has expired, a late fee of ten percent (10.0%) of the total outstanding balance then due and owing will be charged and immediately payable to Landlord. Late fees will continue to accrue monthly at a rate of ten percent (10%) of the total outstanding balance, including late fees, until the total outstanding balance is paid in full. Landlord will not consider postmarks or any other third party designation as evidence of payment in determining the date or time of the RECEIPT of any payment. Payment is considered RECEIVED when presented to Landlord at Landlord’s rental office described in Section 2.A., when placed in Landlord’s rental drop box located at Landlord’s rental office described in Section 2.A., or when made in any other form acceptable to Landlord upon written advance notice to Resident. Acceptance of partial payments of any kind by Landlord does not constitute payment in full nor does it constitute waiver of any notices issued. Any payment received after legal action has begun will be accepted by Landlord with reservation and will be applied to delinquent rent due, but will not affect any legal action instituted to recover delinquent rent and/or possession of the premises.
- C. Payments Denied for Insufficient Funds – A fee of Twenty-Five Dollars (\$25) will be charged for each returned check, in addition to any late fees. This fee shall also apply to any other payment denied for insufficient funds. In the event of a returned check, or any other payment denied for insufficient funds, Landlord shall have the right, at its discretion, to require Resident to pay all delinquent rent and all future rent by money order, cashiers check, or certified check upon written notice of such to Resident.
- D. All other charges pursuant to this Lease Agreement, whether due monthly or not, are considered additional rent. These include, but are not limited to water and sewer sub-metering fees (if applicable), application fees, and redecorating fees.
- E. No Right Of Offset – Resident shall not have the right to offset, withhold, or abate any payments due Landlord for any claim Resident may have or claim to have against Landlord.

3. INDIVIDUAL AND JOINT LEASE AGREEMENTS – Whether this Lease Agreement is an Individual Lease or a Joint Lease is indicated in Section 1.A. Each is defined as follows:

- A. Individual Lease – Under an Individual Lease, the Premises leased is a single bedroom and a bathroom therein (if applicable) at the address listed herein plus an undivided joint use of common areas in that dwelling such as a kitchen, living/dining room, and common bathroom(s) (if applicable) with other Co-Residents of that dwelling, if any. Resident and their Guarantor(s), if applicable, are responsible for rent, all other fees, any charges for damages, and all other obligations described herein, related to this bedroom and bathroom therein (if applicable) as well as a **pro-rata share** of any charges for damages to common areas among all co-residents of the dwelling, all such charges divided equally among all co-residents. Resident and their Guarantor(s), if applicable, shall also be responsible for all other obligations under this Lease Agreement. With respect to common areas within the dwelling described herein shared with any other co-residents of that dwelling, Landlord is not obligated to recognize any understanding that may exist between any other co-residents of that dwelling and Resident as to the portion of any charges for damages, or any other applicable obligations of co-residents and Resident to Landlord, that may be applicable to one co-

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resident as opposed to another. **Landlord reserves the right to lease other vacant bedrooms in the dwelling, which contains the premises occupied by Resident, without the consent of Resident.**

- B. Joint Lease – Under a Joint Lease, the Premises leased is the entire dwelling at the address listed herein. Resident and their Guarantors(s), if applicable, are jointly and severally liable for all rent, other fees, and charges for any damages to the Premises. Resident and their Guarantor(s), if applicable, shall also be jointly and severally responsible for all other obligations under this Lease Agreement. **Landlord is not obligated to recognize any understanding that may exist between Co-Residents as to the portion of rent or any other fees or charges that may be due from one individual as opposed to another.**

4. CO-RESIDENTS – In addition to and in conjunction with other terms and conditions described herein applicable to any Co-Residents of any part of the premises, the following shall also apply:

- A. Limitation of Liability – Landlord shall not be responsible for any disagreements between Resident and any Co-Residents of the premises, and as such Resident agrees to hold Landlord harmless for any damages suffered by Resident caused by any act or failure to act of any Co-Resident or any guest or visitor of any Co-Resident.
- B. Co-Residents Who Have Previously Leased the Premises – In the event one or more Co-Residents entered into a Lease Agreement for any part of the dwelling containing the premises described herein, the term of which immediately preceded the term of this Lease Agreement, Resident agrees to take possession of all of the premises “as is”, except for the bedroom and bathroom (if applicable) Resident elects to occupy, unless any damages, in excess of normal wear and tear, to the premises are promptly reported to Landlord prior to taking possession by Resident. Specifically, Landlord will not clean, paint, or steam clean carpets in the premises as a condition of this Lease Agreement, except for the bedroom and bathroom (if applicable) that Resident elects to occupy. In the event Resident fails to report any such damages to Landlord prior to taking possession, Resident, along with any Co-Residents, shall be responsible for the cost by Landlord to repair, replace, or otherwise return the premises to its original condition as further described in Section 3. and elsewhere herein. Resident shall not take possession of the premises until the Lease Term begins. Resident shall not place any property in the premises prior to the beginning of the Lease Term. If Resident places any property in the premises prior to the beginning of the Lease Term, Resident shall be assessed a fine of a minimum of Fifty Dollars (\$50) payable to Landlord.

5. SECURITY DEPOSIT – **During the period beginning with the Lease Execution Date and ending on the last day of the Lease Term**, Resident shall deposit the sum specified in Section 1.K. with Landlord as a security deposit, to secure complete and faithful performance by Resident of all terms and conditions of this Lease Agreement, and of all other obligations imposed upon Resident by applicable federal, state, and local laws. All rent and other charges must be paid in accordance with this Lease Agreement specifically including, but not limited to, the first and last installment of rent due. No such payments may be withheld by Resident on the grounds that the security deposit serves to offset Resident’s obligations to Landlord under the terms of this Lease Agreement. In accordance with applicable laws, if Resident defaults under any provision of this Lease Agreement, Landlord may elect to terminate this Lease Agreement, and as such may apply the security deposit and any accrued interest (if applicable) to the payment of unpaid rent and/or any other charges set forth in this Lease Agreement. If Landlord in any way transfers its interest in the premises, the security deposit may be transferred concurrently to transferee and as such Landlord is thereafter released from all liability for the return of the security deposit to Resident.

- A. **Joint Lease** – **Under a Joint Lease, the security deposit provided by Resident is considered a single security deposit, regardless of which Co-Resident(s) provided the security deposit to Landlord. Landlord is not obligated to recognize any understanding that may exist between Co-Residents as to the portion of the security deposit provided by one individual as opposed to another.**

6. RETURN OF SECURITY DEPOSIT – Within forty-five (45) days of the termination of this Lease Agreement, either by the expiration of the term of this Lease Agreement or by the termination by Landlord for Resident’s default, and upon complete vacation of the premises by Resident (i.e. delivery of possession of the premises to the Landlord), the security deposit will be returned to Resident, subject to the following conditions which shall also apply:

- A. Landlord may apply the security deposit and any accrued interest, if applicable, to the payment of unpaid rent and/or any other charges set forth in this Lease Agreement.
- B. Within the forty-five (45) day period described above, Landlord will provide to Resident a written statement explaining the disposition of the security deposit, including any deductions made by Landlord.
- C. Joint Lease – If Resident consists of multiple individuals, any deduction from the security deposit is joint and several. If any or all of the security deposit is to be returned, separate checks of equal amounts (except for rounding of cents) will be provided to each individual. Landlord is not obligated to recognize any understanding that may exist between Co-Residents as to the portion of the deductions, if any, applicable to one Resident as opposed to another or as to the portion of any security deposit returned that one Resident may claim to be entitled to as opposed to another.
- D. Forwarding Address – Prior to vacating the premises, Resident must provide Landlord with written notice of a forwarding address for the return of the security deposit. If Resident consists of multiple individuals, each individual must provide a forwarding address. If Resident does not provide a forwarding address, Landlord will return the security deposit, if applicable, to the last known address of Resident.

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- E. Move-out Inspection – In accordance with applicable Virginia law, Landlord will make a reasonable effort to advise Resident of Resident’s right to be present at Landlord’s inspection of the premises for the purpose of determining the amount of the security deposit to be returned. If Resident desires to be present when Landlord makes the inspection, Resident shall so advise Landlord in writing. In turn, Landlord will notify Resident of the time and date of the inspection, which will be made within seventy-two (72) hours prior to delivery of possession, and will be subject to Landlord’s reasonable availability during Landlord’s normal working hours. If Resident does not advise Landlord of their desire to be present during the inspection, Landlord will inspect the premises without Resident being present. Furthermore, failure of Resident to advise Landlord of their desire to be present during the inspection shall constitute concurrence by Resident of Landlord’s assessment of any damages to the premises.
 - F. Property Abandoned By Resident – If any items of personal property are left in the Premises after the Lease Agreement has terminated and delivery of possession to Landlord has occurred, Landlord shall consider such property abandoned and as such, Landlord shall have the right to dispose of the property within a twenty-four (24) period after termination, in any manner Landlord sees fit and in accordance with applicable Virginia law. This shall serve as notice of such to Resident and as such Resident agrees to hold Landlord harmless for any property so abandoned by Resident. Resident shall be responsible for the cost to Landlord to remove all personal property left in the Premises, at a minimum cost to Resident of Fifty Dollars (\$50) payable to Landlord.
7. **NON-REFUNDABLE REDECORATING FEE** – Except as described herein, Resident shall pay Landlord a non-refundable redecorating fee as specified in Section 1.K. to compensate Landlord for Landlord’s cost to steam clean carpets, perform minor touch-up painting, and perform touch-up cleaning after Resident has vacated the premises that is necessitated by Resident’s NORMAL WEAR AND TEAR to the premises. In addition to other damages, excessive damages to walls that necessitate more than minor touch-up painting, excessive dirt and stains that necessitate more than minor touch-up cleaning, cigarette burns, and holes in walls are specifically considered in excess of normal wear and tear, and as such Resident shall be responsible for the costs to Landlord to paint, clean, or otherwise repair or replace such items, in addition to the non-refundable redecorating fee. Resident shall not be required to pay Landlord a non-refundable redecorating fee in the event Resident previously entered into a Lease Agreement for the same premises described herein, the term of which immediately preceded the term of this Lease Agreement, and for which Resident has properly paid to Landlord. **In the event Resident enters into a Lease Agreement with Landlord or any of its affiliates, the term of which follows the termination of this Lease Agreement, for any premises other than the same premises described herein, Resident shall not be entitled to transfer the non-refundable redecorating fee described herein to satisfy the requirements of the subsequent Lease Agreement, and as such shall be required to pay an additional non-refundable redecorating fee pursuant to the terms of the subsequent Lease Agreement.**
8. **PURPOSE, USE, AND OCCUPANCY** – Resident shall occupy the premises as a private, residential dwelling. The premises shall not be occupied for any other purpose, specifically including, but not limited to, any business purpose. **Only those individuals who have signed this Lease Agreement as Resident, those individuals who have received written permission from Landlord to occupy the premises, or those individuals that are minor children of any individual who has signed this Lease Agreement as Resident may occupy the premises. Occupancy is defined as four (4) days or more consecutively, or four (4) days or more in any single month, each month taken individually, or both.**
9. **CONDUCT** – Resident shall not engage in any conduct in the premises, property common areas, amenities, or any other property owned by Landlord or its affiliates that is illegal, negligent, unsafe, careless, reckless, disorderly, boisterous, or in any way compromises the peaceful enjoyment of any property by others or interferes with the rights, safety, comforts, or conveniences of others, the property of others, the Premises, the amenities, and/or any other property owned by Landlord or its affiliates. **Resident is furthermore responsible for the conduct of Resident’s family, guests (whether known by Resident or not), and visitors, and as such shall cause same to refrain from any such conduct.**
- A. Noise – Resident shall not generate any noise that violates any local ordinance or other applicable law. Resident shall not generate any noise that reasonably disrupts other Residents or adjacent properties. Resident shall further be responsible for any violations of this policy by Resident’s family, guests (whether known by Resident or not), and visitors, and as such shall cause same to refrain from any such activity. Any violation of this policy will result in a fine charged to Resident of Fifty dollars (\$50) for the first violation and One-Hundred Dollars (\$100) for any subsequent violation.
 - B. Weapons – All federal, state, and local laws governing weapons shall apply. Resident shall not discharge, brandish, or use in a threatening manner any weapon, including but not limited to, any firearm or item resembling a firearm. Resident shall further be responsible for any violation of this policy by Resident’s family, guests (whether known by Resident or not), and visitors, and as such shall cause same to refrain from any such activity.
 - C. Attics – Resident shall not enter into any attic area nor shall Resident place any property in any attic. The attics are NOT a part of the Premises described herein.
10. **HAZARDOUS AND/OR FLAMMABLE MATERIALS** – Resident shall not possess, use, or demonstrate the intent to use hazardous and/or flammable materials in the premises, common areas, amenities, or any other property owned by Landlord or its affiliates in a manner that poses a threat to the health, safety, or well being of others, the property of others, and/or the premises, common areas, amenities, or any other property owned by Landlord or its affiliates. Resident shall have no open flames in any part of the premises (including breezeways, patios, balconies, and porches, as applicable), property common areas, amenities, or any other property owned by

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Landlord or its affiliates except for the barbecue grills provided by Landlord. Open flames shall include, but not be limited to, combustible candles of any kind.

- 11. RULES AND REGULATIONS** – Resident shall abide by all existing rules and regulations of Landlord applicable to the premises, property common areas, and amenities and any other reasonable rules and regulations subsequently adopted by Landlord that do not substantially modify this Lease Agreement and for which reasonable notification has been made to Resident. All rules and regulations shall apply to Resident and Resident’s family, guests (whether known by Resident or not), and visitors.
- 12. MASS GATHERINGS** – Gatherings of more than twenty-five (25) individuals are not permitted in the premises, breezeways, parking lots, or other property common areas, unless sponsored by Landlord or approved in advance by Landlord in writing. Landlord may, at its sole discretion, declare Resident to be in default of this Lease Agreement for any violation of this policy. The following shall apply to a violation of this policy:

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

Second Occurrence – A written notice will be provided to Resident specifying the violation and assessing a fine of Two-Hundred Dollars (\$200).

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

- A. Interior of Premises – Resident shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning systems, and all other fixtures, appliances, and facilities in a safe and reasonable manner and for the purpose intended. Resident shall not make any alterations to the interior of the premises. No major appliances may be used other than those supplied by Landlord. Resident shall not apply paint or wallpaper. Resident shall not hang sheets, blankets, etc. in place of or in addition to blinds provided by Landlord. Resident shall not possess a waterbed in the premises without written permission from Landlord and proof of adequate insurance coverage. Resident shall not possess a hot tub in the premises. Resident shall close windows and doors during inclement weather so as to avoid moisture or other damage to the premises. Resident shall not remove any fixture, including but not limited to doors, from their intended installation without the prior written consent of Landlord. Resident, Resident’s guests (whether known by Resident or not), and/or Resident’s visitors shall not cause any structural damage to the Premises, the amenities, or any other structure owned by Landlord or its affiliates.
- B. Maintenance of Premises – Resident shall maintain the Premises in a clean and safe manner. Resident shall make every reasonable effort to keep the Premises free from insects and pests, and shall promptly inform Landlord of the existence of any insects or pests. Resident shall not allow the accumulation of garbage or other waste by promptly removing such in a safe manner and placing such in receptacles provided by Landlord.
- C. Mold and Mildew – Resident shall maintain appropriate climate control, keep the Premises clean, and take other reasonable measures to retard and prevent the accumulation of moisture and the growth of mold and mildew. Resident shall promptly remove visible moisture accumulation on windows, walls, and other surfaces. Resident shall not block or cover any part of the heating, ventilation, or air-conditioning system. Resident shall promptly report to Landlord any evidence of water leaks or excessive moisture accumulation in the Premises, any evidence of mold or mildew, any failure or malfunction in the heating, ventilation, or air conditioning system, and any inoperable windows or doors. Resident shall be responsible for any damages and/or personal injuries resulting from any violation of this policy.
- D. Smoking – Resident shall be responsible for the cost to Landlord to treat or remediate any effects of excessive smoking in the Premises, including but not limited to painting and replacement of carpets. Resident shall not dispose of cigarette butts in the grounds or common areas except in any receptacles that may be provided by Landlord. Resident shall be responsible to Landlord for the cost of removal of cigarette butts from the grounds or common areas.
- E. LVT Flooring (Hunters Ridge only) – Resident shall use only water and mild detergents to clean all LVT flooring in the foyer, storage room, and kitchen in order to prevent damage caused by harsh cleansers.
- F. Furniture Provided By Landlord – If the premises is leased furnished, Resident shall use all furniture provided by Landlord in a safe and reasonable manner and for the purpose intended. Resident shall not make any alterations to the furniture provided by Landlord. **RESIDENT SHALL NOT REMOVE ANY FURNITURE PROVIDED BY LANDLORD FROM THE PREMISES WITHOUT PRIOR WRITTEN PERMISSION FROM LANDLORD.**
- G. Smoke Detectors – Resident shall be responsible for reasonable care, maintenance, and periodic testing of smoke detectors. Any care, maintenance, and/or periodic testing that may be performed by Landlord is done so at Landlord’s sole voluntary discretion, and shall not in any way relieve Resident of its responsibility to perform the same as described herein. Resident shall also be responsible for immediately reporting any malfunctioning smoke detectors to Landlord. **RESIDENT, RESIDENT’S FAMILY, RESIDENT’S GUESTS, AND RESIDENT’S VISITORS SHALL NOT DAMAGE, DESTROY, DISABLE, REMOVE OR OTHERWISE CAUSE TO MALFUNCTION ANY SMOKE DETECTOR. RESIDENT ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES OR DAMAGES THAT MAY RESULT FROM ANY SUCH ACTION. In addition to the remedies available to Landlord described herein, specifically including but not limited to Section 30.E., Landlord shall assess a fine of One-Hundred Dollars (\$100) payable by Resident to Landlord for any smoke detector**

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damaged, destroyed, disabled, removed, or otherwise caused to malfunction by Resident, Resident's family, Resident's guests, or Resident's visitors.

- H. **Sprinkler System (Collegiate Suites of Blacksburg only) – RESIDENT, RESIDENT'S FAMILY, RESIDENT'S GUESTS, AND RESIDENT'S VISITORS SHALL NOT DAMAGE, DESTROY, DISABLE, REMOVE OR OTHERWISE CAUSE TO MALFUNCTION ANY PART OF THE SPRINKLER SYSTEM. RESIDENT ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES OR DAMAGES THAT MAY RESULT FROM ANY SUCH ACTION. In addition to the remedies available to Landlord described herein, specifically including but not limited to Section 30.E., Landlord shall assess a fine of One Hundred Dollars (\$100) payable by Resident to Landlord for any part of the sprinkler system damaged, destroyed, disabled, removed, or otherwise caused to malfunction by Resident, Resident's family, Resident's guests, or Resident's visitors.**
- I. **BARBECUE GRILLS - RESIDENT SHALL NOT POSSESS, STORE, OR USE A BARBECUE GRILL IN THE PREMISES; ON BALCONIES, PATIOS, OR PORCHES (AS APPLICABLE); IN BREEZEWAYS; OR OTHER PROPERTY COMMON AREAS OTHER THAN THOSE PROVIDED BY LANDLORD OR ITS AFFILIATES.** A fine of Twenty-Five Dollars (\$25) will be charged to Resident if Landlord observes a barbecue grill as such, whether in use or not. Landlord reserves the right to remove such, after written notice to Resident, and dispose of such, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident.
- J. **Balconies, Patios, and Porches (as applicable) – RESIDENT SHALL NOT ALLOW MORE THAN FOUR (4) INDIVIDUALS ON A BALCONY (IF APPLICABLE) AT ANY ONE TIME.** Resident shall keep patios, balconies, and porches, as applicable, neat and free of clutter (as determined by the sole discretion of Landlord). Resident shall not place any property, including trash or debris, on patios, balconies, or porches (as applicable) with the exception of outdoor-type furniture and plants. A fine of Twenty-Five Dollars (\$25) will be charged to Resident if Landlord observes any property placed as such by Resident. Landlord reserves the right to remove such, after written notice to Resident, and dispose of such, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident.
- K. **Exterior of Premises, Property Common Areas, and Amenities – Resident shall not make any alterations to the exterior of the premises, property common areas, amenities, or the exterior of any other property owned or managed by Landlord or its affiliates. Resident shall not conduct vehicle maintenance, including repairing or washing vehicles, in parking lots or any other property common area. Resident shall not place any property, including trash or debris, in breezeways, parking lots, or other property common areas. A fine of Twenty-Five Dollars (\$25) will be charged to Resident if Landlord observes any property placed as such by Resident. Landlord reserves the right to remove and dispose of any trash, or property that has clearly been abandoned, without notice to Resident and without foregoing any applicable charge to Resident. Landlord further reserves the right to remove any other such property, after written notice to Resident, and dispose of such, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident. Resident shall promptly dispose of trash and other debris in dumpsters. Resident shall not post any flyers or other notices without written permission from Landlord. Resident shall use all amenities provided by Landlord or its affiliates, as applicable, in a safe and reasonable manner and shall be responsible for any damages caused by Resident to such. Resident shall not leave any property, including bicycles and motorcycles, on any sidewalk, breezeway, or other common area, nor shall Resident lock or otherwise affix any such property to any sign, pole, or other portion of the common area, with the exception of bicycle racks provided by Landlord. Landlord reserves the right to remove such, after written notice to Resident, and dispose of such, after written notice to Resident and retention for ten (10) days, without foregoing any applicable charge to Resident. A fine of Twenty-Five Dollars (\$25) will be charged to Resident if Landlord observes any property placed as such by Resident.**
- L. **Satellite Dishes and Antennas – In order to secure a satellite dish or antenna, Resident shall not drill holes in any part of the Premises or the exterior of any structure nor shall Resident alter, deface, destroy, or otherwise damage the Premises or the exterior of any structure. Resident shall not secure a satellite dish or antenna in such a way that it is visible from any portion of the exterior of the property.** Resident shall not allow a satellite dish or antenna to extend beyond any patio, balcony, or window. Resident shall not affix any satellite dish or antenna to any portion of the premises or the exterior of any building or structure, including but not limited to, any deck, patio, post, railing, or roof structure. Resident shall not use a satellite dish or antenna in a manner that poses a risk of damaging any surrounding property in the event of a strong wind or other natural occurrence. Resident shall not use a satellite dish or antenna in a manner that poses an electrical hazard. No satellite dish may exceed twenty inches (20") in any single dimension. A fine of One-Hundred Dollars (\$100) will be charged to Resident for any violation of this policy.
- M. **Failure by Resident to Care for Premises, Property Common Areas, or Amenities – Resident shall be responsible for the cost, including reasonable administrative charges, to Landlord to repair, replace, or otherwise return to its original condition the premises, property common areas, amenities, and all other property owned or managed by Landlord or its affiliates, attributable to Resident's failure to exercise proper care for such. Resident shall likewise be responsible for any such cost attributable to Resident's family, guests (whether known by Resident or not), and visitors for failure to exercise proper care for such.**

INITIALS: (Resident _____ Resident _____ Resident _____ Resident _____ Resident _____) Landlord/Agent _____

- N. Vacation of Premises – Upon vacation of premises, Resident shall remove ALL PROPERTY, including trash and other debris, and leave premises in a clean condition and free of damages. Resident shall be responsible for the cost to Landlord to remove all trash, debris, and personal property left in the premises upon vacation, at a minimum cost to Resident of Fifty Dollars (\$50) payable to Landlord.
14. **LOCKS AND KEYS** – Resident shall not alter, modify, install, or replace interior or exterior locks without written consent from Landlord. If Landlord provides written consent as such, Resident shall provide Landlord with a duplicate key and shall return the premises to its original condition prior to the end of the lease term. Alteration, modification, installation, or replacement of interior or exterior locks without written consent from Landlord is considered a material breach of this Lease Agreement. All keys issued to Resident must be returned to Landlord by the end of the lease term. If Resident is locked out of their premises, Landlord will admit Resident, after proper identification has been provided, as follows: 1. During office hours – no charge, 2. Outside office hours – a fee of Thirty Dollars (\$30) will be payable to Landlord immediately upon entry.
15. **DAMAGES TO PREMISES, PROPERTY COMMON AREA, AND AMENITIES**
- A. Reporting to Landlord – Resident shall promptly inform Landlord of any defects, malfunctions, or damages to the premises or any appliance or fixture contained therein, whether caused by Resident or not.
 - B. Damages Caused by Resident - Resident shall be responsible for the cost, including reasonable labor and administrative charges, to Landlord to repair, replace, or otherwise return to its original condition the premises, property common area, amenities, and all other property owned or managed by Landlord and its affiliates related to damages caused by Resident and/or Resident’s family, guests (whether known by Resident or not), and visitors, and not otherwise caused by normal wear and tear as further described herein. Resident shall be required to pay Landlord any such charges, which shall be due as rent, by the due date of the next scheduled installment of rent as specified herein, or within five (5) days of receipt of written notice from Landlord if the term of this Lease Agreement has expired. Landlord, or Landlord’s approved agents or contractors, shall perform all repairs, replacements, and other maintenance. Resident shall not repair or replace any portion of the premises, property common area, or amenities without the written consent of Landlord.
16. **RIGHT OF ENTRY** – Landlord shall have the right to enter the premises, without notification to Resident, in the case of an emergency. Landlord shall have the right to enter the premises, after due notice to Resident, to make necessary repairs, alterations, or improvements; perform routine maintenance; inspect the premises; allow third parties to perform necessary maintenance; allow third parties to inspect the premises; or perform any other reasonable task as Landlord may deem necessary. Landlord reserves the right to immediately hold Resident responsible for any damages observed while in the premises, regardless of the original reason for entering the premises.
17. **RENTERS INSURANCE** – Landlord is not responsible for the loss, destruction, damage, or theft of Resident’s personal property except when caused by Landlord’s negligence and/or willful act. Furthermore, Landlord’s insurance policy does not cover damage to Resident’s personal property from fire, water, vandalism, or any other cause. Resident is required to obtain renters insurance and provide written proof of such to Landlord prior to the beginning of the lease term.
18. **PETS – RESIDENT SHALL NOT ALLOW ANY PET OF ANY KIND FOR ANY LENGTH OF TIME IN THE PREMISES OR PROPERTY COMMON AREAS, WITH THE EXCEPTION OF SERVICE ANIMALS AND FISH, WHICH REQUIRE WRITTEN CONSENT OF LANDLORD.** Resident shall not allow family members, guests (whether known by Resident or not), or visitors to bring pets other than service animals in the premises or property common areas. Service animals are defined as those used to assist handicapped persons as defined by the Virginia Fair Housing Law and any other applicable federal laws. Resident shall not allow service animals in the premises or property common areas until valid documentation from a qualified healthcare professional demonstrating a legitimate need for such is provided to Landlord and Landlord provides Resident its written consent. Resident shall be required to sign a Service Animal Addendum, which shall be incorporated into this Lease Agreement by reference therein. Resident shall be liable to Landlord for any damages, including but not limited to cleaning and flea extermination, caused by service animals allowed in the premises or common areas. Landlord shall reserve the right to limit the size and type of service animals, unless the size and/or type is specified by a qualified healthcare professional. Any violations of this policy will result in a fine charged to Resident of One-Hundred Dollars (\$100) for the first occurrence and Two-Hundred Dollars (\$200) for any subsequent occurrences. Landlord may also, at its sole discretion, declare Resident in default of the Lease Agreement for any violation of this policy. Furthermore, Resident shall be responsible for any damages caused by a violation of this policy.
19. **UTILITIES** – Resident shall contact local utility companies to pay any necessary deposits and initiate service. Regardless of the date Resident takes possession of the premises, all utilities shall become the responsibility of Resident on the first day of the lease term and shall remain the responsibility of Resident during the entire term of the Lease Agreement. Resident’s responsibilities shall include, but not be limited to, initiating new service (if applicable) **IN RESIDENT’S NAME**, transferring existing service (if applicable) to service **IN RESIDENT’S NAME**, paying all necessary deposits, paying for the cost of all services, paying all other charges and fees imposed by any utility company, and terminating service, except as further described herein. Prior to the inception of the lease term, Resident shall make all necessary arrangements with utility companies to initiate new utility service (if applicable) to the premises **IN RESIDENT’S NAME** or transfer existing utility service (if applicable) to service **IN RESIDENT’S NAME**, except as described herein, to be effective on the first day of the lease term. On or before the first day of the lease term, Resident shall provide Landlord proof that new utility service has been initiated (if applicable) or existing service has been transferred to Resident’s name (if applicable) to be effective on the first day of the lease term. If Resident does not initiate new electricity, water, or sewer service (if applicable) to the

INITIALS: (Resident _____ Resident _____ Resident _____ Resident _____ Resident _____) Landlord/Agent _____

premises or if Resident does not transfer any existing service of any kind (if applicable) to service in Resident's name, Resident shall pay to Landlord a fee of One-Hundred Dollars (\$100), as well as an additional fee of Five Dollars (\$5) per day until such service is either initiated or transferred (as applicable), in addition to any cost for maintaining such service that may be billed directly to Landlord by any utility company. Landlord, at its sole discretion, may deem this Lease Agreement to be invalid and unenforceable in the event utilities are not maintained as described herein, and as such may not allow Resident to take possession of the premises if any such violation of these terms are identified prior to granting possession of the premises to Resident. If Resident cancels or in any way discontinues electricity, water, or sewer service to the premises during any portion of the lease term, Resident shall pay to Landlord a fee of One-Hundred Dollars (\$100), as well as a fee of Five Dollars (\$5) per day until such time as such services are properly reinstated. **Resident shall maintain utilities at all times during the term of this Lease Agreement, whether Resident is present or not, in such a manner as to avoid damage to the premises.** If Landlord, as defined in this Lease Agreement, is **UNIVERSITY HOUSING CORPORATION** (Landlord) t/a **HUNTERS RIDGE OF BLACKSBURG** (Landlord), water and sewer services shall remain in Landlord's name throughout the lease term and as such Landlord shall be responsible for initiating and terminating water and sewer service, however, Resident shall be responsible for all costs of water and sewer service as defined in the Water/Wastewater Metering and Billing addendum to this Lease Agreement, and shall adhere to all other terms and conditions described therein. (All terms and conditions described in this Lease Agreement with respect to placement of any utility service in Resident's name shall be deemed by Landlord to have been met by Resident in the event any utility service is properly placed, as described herein in the name of any Co-Resident of Resident provided the Co-Resident has entered into and continues to maintain a valid Lease Agreement with Landlord for any shared portion of the premises.)

20. **VEHICLE OPERATION AND PARKING** – Resident shall obey all posted traffic signs, including posted speed limits. Resident shall not operate a vehicle on the property in a reckless manner that poses a threat to the safety of others or their property. Operation of a vehicle in such a manner shall be considered a material breach of this Lease Agreement. Resident shall obtain a parking permit from Landlord in order to park in designated areas. **A NEW PARKING PERMIT MUST BE OBTAINED FROM LANDLORD FOR EACH LEASE TERM. AS SUCH, IF RESIDENT HAS PREVIOUSLY ENTERED INTO A LEASE AGREEMENT WITH ANY ENTITY DESIGNATED AS LANDLORD IN THE PREAMBLE TO THIS LEASE AGREEMENT FOR ANY PERIOD PRECEDING THE TERM OF THIS LEASE AGREEMENT, RESIDENT MUST OBTAIN A NEW PARKING PERMIT FROM LANDLORD.** Resident shall not duplicate parking permits. Resident shall not park on the grass or sidewalks, in fire lanes, along yellow curbs, in designated visitors spaces, or in front of dumpsters. Resident shall not park inoperable or unlicensed vehicles nor shall Resident abandon vehicles on property common areas. If Resident parks a motorcycle, Resident shall place something under the kickstand to prevent damage to the asphalt. Any violation of this policy pertaining to parking will result in a fine of Twenty-Five Dollars (\$25) charged to Resident for the first violation and a fine of Fifty Dollars (\$50) for any subsequent violation, in addition to possible towing of the vehicle. In the event a vehicle is towed, Resident shall be responsible for any towing charges, as well as any damages, theft, or any other loss to the vehicle or personal property contained therein, resulting from violations of this policy.
21. **SUBLETTING AND ASSIGNING** – Resident shall not assign this Lease Agreement nor sublet the premises without the prior written consent of Landlord. Written consent must be in the form of a fully executed Sublet Agreement provided by Landlord and must be accompanied by payment of a sublease fee of Fifty Dollars (\$50) to Landlord. Consent of Landlord does not release Resident from any obligation under this Lease Agreement. Landlord will not recognize any understanding Resident may have with any other individual(s) unless an acceptable Sublet Agreement has been signed by Landlord and Landlord has received the sublease fee. Upon any violation of this policy, Landlord may deem Resident in default of Section 8. of this Lease Agreement. Upon written notice to Resident by Landlord, Resident shall promptly cure the violation and shall further pay to Landlord a fee of One-Hundred Dollars (\$100).
22. **COURTESY OFFICERS** – Landlord, at its sole discretion, may voluntarily elect to utilize Courtesy Officers at the property from time to time. Resident expressly understands and acknowledges that the sole purpose and intent of Courtesy Officers is to monitor adherence to the terms and conditions of the Lease Agreement and to monitor the property, solely for and on behalf of Landlord and its affiliates. Resident further expressly understands and acknowledges that Courtesy Officers are not to be considered law enforcement personnel, security guards, or emergency personnel. Consequently, it is also expressly understood and acknowledged that Landlord's utilization of Courtesy Officers shall not constitute, nor shall it be construed as, a warranty or a guarantee of the safety of Resident or any other individual, or their property; it being expressly understood that no such warranty or guarantee is being offered or implied and none is being accepted.
23. **NO AFFILIATION WITH ETHERNET, INTERNET, TELEPHONE, CABLE TELEVISION PROVIDER(S)** – If Resident obtains ethernet, internet, telephone, and/or cable television services, Resident acknowledges such services are provided by independent third parties unaffiliated with Landlord, its owners and officers, its affiliates, and their owners and officers, and as such, agrees to hold Landlord harmless from any loss or damages incurred by Resident as a result of these services.
24. **NO AFFILIATION WITH VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY** – Resident acknowledges Landlord, its affiliates, and their owners and officers are in no way affiliated with Virginia Polytechnic Institute and State University, or any other college or university, and as such all terms and conditions of this Lease Agreement remain in effect whether or not Resident is enrolled in, employed by, or in any way affiliated with Virginia Polytechnic Institute and State University, or any other college or university, and whether or not Virginia Polytechnic Institute and State University, or any other college or university, suspends, delays, cancels, or otherwise discontinues operations for any reason.

INITIALS: (Resident _____ Resident _____ Resident _____ Resident _____ Resident _____) Landlord/Agent _____

- 25. AMENITIES** – Landlord reserves the right to limit access to amenities to normal business hours or as otherwise deemed reasonable in its sole discretion. Landlord reserves the right to make amenities unavailable for reasonable periods of time in order to perform routine maintenance. Landlord reserves the right to permanently remove, replace, or discontinue operation of any amenity, at its sole discretion and without notice to Resident. Resident agrees to hold Landlord harmless for any injuries sustained or loss or theft of property occurring as a result of the use of such amenities, except when caused by Landlord’s negligence and/or willful act.
- 26. HOLDOVER** – If the date Resident is required to vacate the premises has passed due to the termination of this Lease Agreement, and Resident remains in possession of the premises, Resident is liable to Landlord for damages sustained by Landlord as a result of Resident holding over including, but not limited to storage, hotel, meals, mileage, etc. payable to Landlord at a minimum rate of One-Hundred Dollars (\$100) per day plus the fair market value of rent for the premises calculated on a daily basis. If Resident has entered into a properly executed Lease Agreement, the term of which begins no more than thirty (30) days after the end of the term of this Lease Agreement, for the same premises described herein, Resident shall not be required to vacate the premises. If Resident elects to holdover as such, Resident shall abide by the terms of this Lease Agreement until the date the term of the subsequent Lease Agreement begins.
- 27. NOTICE** – All notices shall be given by standard mail, email, or hand delivery and in accordance with the Virginia Residential Landlord and Tenant Act. If Resident wishes to receive all notices in paper form, Resident shall notify Landlord in writing. Landlord may, at its sole discretion, utilize telephones, cellular telephones, text messaging, and social media as secondary forms of communication utilizing information provided by Resident and any Guarantor. Landlord may, at its sole discretion, notify Resident and/or any Guarantor from time to time that rent or other payments may be due. Such notification is made as a courtesy only and shall not be a requirement of Landlord. If Landlord elects not to notify Resident and/or any Guarantor, this shall not constitute a waiver of Landlord’s claim to rent due or any other rights of Landlord and as such Resident shall remain liable for rent due as set forth in this Lease Agreement whether or not Landlord chooses to notify Resident or any Guarantor as such.
- 28. LANDLORD’S INABILITY TO DELIVER POSSESSION TO RESIDENT** - If Landlord is unable to deliver possession of the premises to Resident on the first day of the term of this Lease Agreement, through no fault of Landlord, Resident may terminate this Lease Agreement unless Landlord provides Resident a similar accommodation. In the event of such a termination of this Lease Agreement by Resident, Landlord shall not be liable for any damages other than to rebate any security deposit and advance rent paid by Resident. If Landlord willfully fails to deliver possession of the premises to Resident, Resident may: 1. terminate this Lease Agreement by delivery of written notice of such to Landlord within five (5) days of Landlord’s failure to deliver possession, at which time Landlord shall return all prepaid rent and security deposits held by Landlord; or 2. file an action for possession of the premises against Landlord or any person wrongfully in possession of the premises whereby rent abates until possession is delivered and Resident may recover from Landlord the actual damages sustained by Resident and reasonable attorney’s fees.
- 29. OTHER RIGHTS OF LANDLORD UPON DEFAULT BY RESIDENT** – Landlord may, at its sole discretion, terminate this Lease Agreement upon the occurrence of one or more of certain defaults by Resident. In the event of any such default, Resident shall be responsible to Landlord for costs incurred by Landlord in obtaining possession of the premises, including making any necessary repairs or replacements necessitated by the conduct and/or negligence of Resident and/or Resident’s guests (whether known or not), the rent for the full term payable on the dates described herein until the premises is re-rented or this Lease Agreement expires, and any legal fees or other costs incurred by Landlord in connection with the enforcement of Landlord’s rights and remedies hereunder. These defaults include any one of the following:
- A. **Material Noncompliance by Resident Failing to Pay Rent When Due** – If Resident fails to pay rent pursuant to the terms of this Lease Agreement and after Landlord has served a five (5) day material noncompliance notice for failure to pay rent, or a pay or quit notice, as applicable, Resident shall be deemed to be in default of this Lease Agreement and as such Landlord may terminate this Lease Agreement.
 - B. **Material Noncompliance by Resident Which Can Be Remedied Within Twenty-One (21) Days** – If Resident commits this type of material noncompliance, Landlord may serve on Resident a material noncompliance notice stating that if the Resident does not remedy the specified noncompliance(s) within twenty-one (21) days, if the noncompliance(s) be remediable at all, Landlord will terminate this Lease Agreement in thirty (30) days.
 - C. **Material Noncompliance by Resident Previously Remedied, But Repeated by Resident** – If Resident has been served with prior written notice which required Resident to remedy a breach, and Resident remedied such breach, and where Resident intentionally commits subsequent breach of a like nature as the prior breach, Landlord may serve Resident with a thirty (30) day termination notice. Such notice shall make reference to the prior breach of a like nature and state that the Lease Agreement will terminate in thirty (30) days for the reasons stated therein without allowing Resident an opportunity to remedy such subsequent breach.
 - D. **Material Noncompliance by Resident Which Cannot Be Remedied** – If Resident commits a material noncompliance which is not remediable, Landlord may serve Resident with a termination notice stating the Lease Agreement will terminate in thirty (30) days for the reasons stated therein.
 - E. **Criminal or Willful Act That Poses a Threat to the Health and Safety of Others** – If Resident commits a material noncompliance which constitutes a criminal or willful act that poses a threat to the health and safety of others, Landlord may immediately terminate this Lease Agreement and proceed to obtain possession of the premises by giving written notice to Resident.

INITIALS: (Resident _____ Resident _____ Resident _____ Resident _____ Resident _____) Landlord/Agent _____

- 30. FALSE OR MISLEADING INFORMATION PROVIDED BY RESIDENT AND/OR RESIDENT'S GUARANTOR(S) (IF APPLICABLE)** – Resident affirms by signature herein that all information provided by Resident to Landlord in this Lease Agreement and any other document made a part of this Lease Agreement is true to the best of Resident's knowledge and that no information has been withheld by Resident from Landlord pertinent to Resident's tenancy. If it is determined that Resident provided false or misleading information to Landlord or if Resident willfully withheld information pertinent to Resident's tenancy from Landlord, Landlord may, at its sole discretion, terminate this Lease Agreement. If Resident is required to provide a Guarantor's Statement(s) pursuant to Section 1.B. of this Lease Agreement, and it is determined that any guarantor provided false or misleading information to Landlord in any document made a part of this Lease Agreement or if any guarantor withheld information from Landlord pertinent to Resident's tenancy in any document made a part of this Lease Agreement, Landlord may, at its sole discretion, terminate this Lease Agreement.
- 31. LEGAL FEES** – Resident shall pay all legal fees incurred by Landlord in connection with Resident's default of this Lease Agreement.
- 32. LIABILITY OF LANDLORD** – Landlord shall not be liable for any injury, damage to property, or any other losses sustained by Resident, Resident's family, Resident's guests (whether known by Resident or not), or any others unless such shall be the direct result of a deliberate or negligent act(s) of Landlord. This includes, but is not limited to, injuries, damages to property, or any other losses resulting from behavior of Resident and/or Resident's guests (whether known or not) which is illegal, negligent, unsafe, careless, reckless and/or in violation of any of the terms of this Lease Agreement. This also includes, but is not limited to, injuries, damages to property, or any other losses resulting from falling plaster; dampness; appliance malfunction; overflow or leakage upon or into the premises of water, rain, snow, ice, sewage, steam, gas, or electricity; or breakage in or malfunction of pipes, plumbing, fixtures, or air conditioners.
- 33. ATTORNMENT** – Resident hereby agrees to recognize as its Landlord under this Lease Agreement and shall attorn to any person succeeding to the interest of Landlord in respect of the land or buildings on or in which the premises is contained upon any conveyance or foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such conveyance or foreclosure in respect of such mortgage. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such mortgagee or successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of this Lease Agreement made without the express written consent of such mortgagee.
- 34. SUBORDINATION** – This Lease Agreement is subordinate in all respects to any deed of trust, which is a lien on the premises.
- 35. MANAGING AGENT** – Landlord reserves the right to employ a managing agent to serve as its authorized agent with full and complete authority to engage in any and all aspects of the operation of the property in which the premises is located, and to serve in any and all capacities as Landlord with respect to this Lease Agreement.
- 36. COLLECTION AGENT** – Landlord reserves the right to employ a collection agent in order to collect any amount due under this Lease Agreement. As evidenced by the signature(s) on this Lease Agreement and any attachments hereto, Resident and any Guarantors grant any collection agent employed by Landlord the right to contact them by any means available, including but not limited to cellular telephones.
- 37. CONDEMNATION** – If any part of the premises is condemned by any governmental body this Lease Agreement shall terminate as of the date possession is taken by that governmental body.
- 38. DISCRIMINATION** – Landlord does not discriminate in providing housing and related services to Resident, or in any other capacity, on the basis of race, color, religion, national origin, sex, elderliness, familial status, or disability .
- 39. WAIVER** – If Landlord, at its discretion, waives any provision of this Lease Agreement, such waiver shall not constitute an ongoing waiver of any such provision, unless specifically stated by Landlord, nor shall it constitute a waiver of any other provision of this Lease Agreement.
- 40. SEVERABILITY** – If any provision of this Lease Agreement becomes invalid for any reason, such invalidity shall not affect any other provision of this Lease Agreement in any way and as such the remainder of this Lease Agreement shall remain in full force and effect.
- 41. BINDING AGREEMENT TO RESIDENT WITHOUT POSSESSION OF PREMISES** – Upon endorsement of this Lease Agreement, as evidenced by the signature(s) following and subject to other terms described herein, this Lease Agreement shall become binding to Resident whether or not Resident takes possession of the premises, and as such all terms of this Lease Agreement shall be enforceable. If Resident notifies Landlord of Resident's intention not to take possession of the premises, Landlord shall make a reasonable effort to lease the premises, however, this does not release Resident of any obligations set forth in this Lease Agreement until such time as Landlord is able to lease the premises, if at all, beginning with the inception of the term of any such Lease Agreement. Resident acknowledges that Landlord operates in a market where many properties are pre-leased well in advance of the inception of similar lease terms and as such it is not uncommon for Landlord to experience significant difficulties when attempting to lease any such property once the lease term has begun.
- 42. APPLICABLE LAWS** – This Lease Agreement shall be governed by The Virginia Residential Landlord and Tenant Act and any other federal, state, or local laws pertaining to leased tenancy, fair housing, and privacy, or in any way applicable to this Lease Agreement. Sate laws shall be defined solely as those of the Commonwealth of Virginia, which shall govern this Lease Agreement.

INITIALS: (Resident _____ Resident _____ Resident _____ Resident _____ Resident _____) Landlord/Agent _____

- 43. OTHER DOCUMENTS INCORPORATED HEREIN** – The following documents are incorporated by reference herein and made a part of this Lease Agreement:
- A. “Rental Application”
 - B. “Guarantor’s Agreement”(s), if applicable
 - C. “Hunters Ridge/Collegiate Suites Lease Addendum ‘Rules and Regulations’ ”
 - D. “Hunters Ridge/Collegiate Suites Lease Addendum ‘Repair and Replacement Cost’ ”
 - E. “Hunters Ridge Lease Contract Utility Addendum for ‘Water/Wastewater Metering and Billing’ ”, if applicable
 - F. “Resident Policy Handbook”
 - G. “Service Animal Addendum”, if applicable
- 44. GUARANTORS** – Resident must either meet the income requirements of Landlord or provide a properly executed Guarantor’s Agreement. In order to meet the income requirement, Resident must satisfactorily verify sufficient financial means, as determined by Landlord, and shall maintain sufficient financial means throughout the term of the Lease Agreement. If Resident does not meet the income requirements of Landlord, all of Resident’s obligations under this Lease Agreement, financial or otherwise, shall be unconditionally guaranteed by qualifying Guarantor(s) as evidenced by a properly executed Guarantor’s Agreement provided to Landlord. If this Lease Agreement is modified, renewed, or extended, or if Resident holds over beyond the term of this Lease Agreement, the obligations of any guarantor hereunder shall extend accordingly. **IF LANDLORD REQUIRES RESIDENT TO PROVIDE GUARANTOR(S), LANDLORD SHALL, AT ITS SOLE DISCRETION, HAVE THE RIGHT TO DEEM THIS LEASE AGREEMENT INVALID AND UNENFORCEABLE UNLESS ALL NECESSARY “GUARANTOR’S AGREEMENT”(S) ARE PROPERLY EXECUTED AND RECEIVED BY LANDLORD.** A Guarantor shall not be considered a Resident as described herein and as such shall not be entitled to occupy the Premises, except as a qualifying guest of Resident as defined herein, nor shall Guarantor be entitled to use of the amenities (except as a qualifying guest), parking (except in designated guest spaces), or issuance of keys without the written consent of ALL individuals comprising Resident and ALL co-residents of the Premises.
- 45. PRIVACY STATEMENT** – Landlord affirms it, its officers, its employees, and its affiliates are committed to keeping personal information provided by applicants, Residents, and guarantors private and as such agree to adhere to the following policies:
- A. Landlord will take reasonable steps to retain information, stored both physically and electronically, in a secure manner to prevent access by unauthorized individuals.
 - B. Landlord will not share, sell, trade, rent or otherwise disclose personal information to unrelated third parties except as described below. In each case, Landlord will require the unrelated third party observe the intent of this privacy statement. Landlord will require the information be kept confidential and will prohibit use of the information for any purpose other than to carry out the service being provided to Landlord. The signature(s) below also serve as Resident’s consent to disclose information to the appropriate unrelated third party in any one or more of the following cases:
 1. **Certain information may be provided to NTC Communications, L.L.C. (NTC) and/or its affiliates or successors, an independent provider of internet access, telephone, and cable television services to the Premises, to assist NTC and/or its affiliates or successors in soliciting said services to Resident insofar as said services apply to Resident’s tenancy described herein.**
 2. Certain information may be provided to credit agencies, courts, and/or collection bureaus in order to enforce the Lease Agreement including, but not limited to, collection of delinquent rent
 3. Certain information may be provided to current and/or potential creditors that hold a lien or seek to hold a lien on the leased premises as required by a mortgage or other loan document.
 4. Certain information may be provided to third parties seeking to serve as managing agent, to purchase the leased premises, or to acquire all or part of the entity in which the leased premises is held.
 5. Certain information may be provided to unrelated third parties in response to a court order, subpoena, or government investigation. Certain information may be provided to law enforcement agencies when Landlord believes providing such information is reasonably necessary to protect the rights, property, and well being of any individual from actions or threats of actions that Landlord in good faith believes to be unlawful.
 6. Certain information may be provided to Landlord’s insurance carrier and/or any other party that may subrogate to Landlord’s rights as part of an insurance claim filed by Landlord.
 7. In the event a “Hunters Ridge Lease Contract Utility Addendum for ‘Water/Wastewater Metering and Billing’ ” is made a part of this Lease Agreement (i.e. the premises is included in Hunters Ridge of Blacksburg), certain information will be provided to Landlord’s water/wastewater metering and billing agent.
 8. Certain information may be provided to federal, state, and/or local government authorities as required by any applicable law that may be in force at any time before, during, or after the term of this Lease Agreement. Such laws shall include, but shall not be limited to, section 58.1-3103 of Virginia law.
 9. Certain information may be accessible by third party agents engaged by Landlord to electronically process applications, payments, accounting data, and other information.

INITIALS: (Resident _____ Resident _____ Resident _____ Resident _____ Resident _____) Landlord/Agent _____

