

**CBS Rentals LLC**  
**PO Box 1414 Charlottesville, Virginia 22902**  
**434-971-9922**

## **LEASE AGREEMENT**

This is a legally binding contract: If not understood, seek competent advice before signing.

This Lease Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between CBS Rentals LLC hereinafter called "Landlord"

and \_\_\_\_\_  
\_\_\_\_\_

collectively called "Resident."

### **WITNESSETH**

#### **PROPERTY DESCRIPTION, TERM AND RENT**

That in consideration of the rent reserved and the covenants and conditions of this lease, the Landlord leases and demises to the Resident, the dwelling unit known as:

\_\_\_\_\_, Charlottesville, Virginia 22903 (hereinafter called "the premises") for the term commencing at **NOON** on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 and ending at **9 A.M. (NINE O'CLOCK IN THE MORNING)** on the \_\_\_\_\_ day of \_\_\_\_\_, 2019. The Resident agrees and covenants to pay as rent during the lease term the amount of :

\$ \_\_\_\_\_ U.S.Dollars, payable to: CBS Rentals LLC, and mailed to CBS Rentals LLC, PO Box 1414, Charlottesville, Virginia 22902 or delivered to 120 13<sup>th</sup> St., NW, Suite #1, in equal installments of \$ \_\_\_\_\_ U.S. Dollars, with the first installment becoming due on the **FIRST DAY OF** \_\_\_\_\_ 2018, and the remaining installments becoming due on the first day of each succeeding month. All rental payments will first be applied to past due balances, then to late charges and then to current rent.

#### **DAMAGE DEPOSIT**

A deposit in the amount of \$ \_\_\_\_\_ U.S.Dollars shall be paid by the Resident and held by the Landlord during the term of this lease as a Damage Deposit and to insure the performance by the Resident of all the terms of this lease. Reservation fee received by CBS Rentals LLC at signing of lease becomes Damage Deposit on the first day of lease. During and at the end of this lease term, the Landlord reserves the right to make all repairs to the premises (including, but not limited to, pest extermination, cleaning, removing trash, replacement of smoke/carbon monoxide detectors, batteries, light bulbs and painting), normal wear and tear excepted, as necessitated by the Resident's occupancy of the premises. After deductions for these repairs, past due balances, accrued rent, charges for late payment of rent as set forth below, and other amounts due to the Landlord under this lease, or otherwise permitted by applicable law, the Landlord will return one check payable to:

\_\_\_\_\_ within forty five (45) days following the end of this lease term, the balance of the damage deposit, plus any accrued interest as required by law, together with an itemized statement of such amounts and any damages to the premises. The Resident cannot use any part of this damage deposit as payment of any rent due under this lease.

#### **COST OF REPAIRS**

If employees of the Landlord make the foregoing repairs to the premises, the charge shall equal the Landlord's cost of labor at \$50.00 per hour plus materials, plus prorated overhead of 25% of material and labor, with a minimum charge of one hour. After regular business hours, labor shall be at a cost of \$75.00 per hour, plus a prorated overhead of 25% of material and labor, with a minimum charge of one hour. If a subcontractor of the Landlord makes such repairs to the premises, the charge will be the amount invoiced, plus 25% overhead. If Landlord must make repairs to the premises (including but not limited to extermination, cleaning, removing trash, replacement of smoke/carbon monoxide detectors, batteries, light bulbs, and painting) during the term of this Lease due to negligence, abuse, misconduct, breach of any covenant of this lease, or any damages to property caused by Resident, Resident's guest, unknown parties, or vandalism, the cost of repairs will be billed to Resident at the aforementioned rates and be due as additional rent on the next day when monthly rent is due.

#### **JOINT AND SEVERAL LIABILITY**

Resident(s) shall be jointly and severally liable for all terms, covenants, and conditions of this lease.

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## **TENANT PRIVACY/THIRD PARTY INFORMATION**

Landlord does not provide information pertaining to the premises, the Lease Agreement, or Resident's account to anyone other than the Resident, except in accordance with applicable law. Residents are responsible for communicating to Landlord all matters related to the Lease Agreement and maintenance of the premises. Landlord may refuse to accept maintenance requests, inquiries regarding rent payments, security deposit refunds, or other communications about similar issues regarding a particular lease from anyone other than Resident.

## **RENT PAYMENTS AND LATE CHARGES**

(A) Rent is due before or on the **FIRST** of each month and shall be paid by check drawn on a U.S. financial institution (which may be processed by Landlord as an electronic fund transfer in accordance with applicable law), or, if available, by electronic fund transfer via such online service as Landlord may designate by written notice from time to time (collectively "check/EFT"). If Resident fails to pay rent prior to the end of the fifth (5<sup>th</sup>) day of each month, the Resident agrees to pay the Landlord 7% of total monthly rent as a late charge if paid by one check/EFT. An additional late charge of \$3.00 shall be payable for each day payment is made after the fifth (5<sup>th</sup>) day of the month. (B) Due to the sheer number of Residents residing in CBS properties, Landlord requires rent to be paid with one check/EFT per Residence. (C) As an accommodation to Resident, Landlord will accept rent paid with individual checks/EFTs, under the following conditions:

1. Each Resident pays Landlord a one-time, non-refundable fee of \$100.00 to cover the cost of accepting multiple checks/EFTs. This must be decided at lease signing and applies to the current lease term only.
2. Resident is responsible for tracking individual payments, late fees, etc. CBS will not compute amounts owed by individuals.
3. CBS reserves the right to refuse individual checks/EFTs and require Resident to pay with one check/EFT at any time during the lease period if the account becomes delinquent, Resident fails to properly manage the account, or for any other reason deemed sufficient by Landlord.
4. Resident agrees that the failure of one occupant to pay the pro rata rent prior to the end of the fifth (5<sup>th</sup>) day of the month, shall result in the Landlord charging the Resident \$45.00 as a late charge for each of the occupants who fails to pay, and an additional late charge of \$3.00 per day for each day that the entire payment or any part is made after the fifth (5<sup>th</sup>) of the month.

(D) Late charges shall also be incurred if payment is not received on time by the Landlord because of Resident's check/EFT being returned to Landlord or rejected for any reason. In addition, there is a fee of \$45.00 per returned or rejected check/EFT, as well as the Landlord's bank charges for the returned or rejected check/EFT.

(E) Notwithstanding the foregoing, if Resident's check/EFT is returned to Landlord or rejected for any reason, at Landlord's option, Landlord will no longer accept Resident's personal check/EFT and may require payment by cash, cashier's check or money order.

(F) At the end of the lease, all unpaid charges as set forth in A, B, C, D & E above shall be deducted from the entire damage deposit.

(G) Landlord has no responsibility in notifying Resident of late fees and past due rent. Due to processing time for late fees and other charges, accounts may not accurately reflect balances until the tenth (10<sup>th</sup>) of the month.

(H) If more than one rent check/EFT is submitted, the individual check/EFT fee will automatically be applied.

**Resident agrees to pay monthly rent with one check/EFT. Resident acknowledges that online payment will not be available for the first month's rent payment.**

**Resident prefers to pay monthly rent with individual checks/EFTs and agrees to pay the one-time, non-refundable fee of \$100.00 per person, to be paid with first month's rent. Resident acknowledges that online payment will not be available for the first month's rent payment.**

## **INSPECTION UPON TERMINATION**

The Resident has the right to be present at the inspection of the premises at the end of the lease term. If the Resident desires to be present, he/she shall advise the Landlord in writing at least one week before the lease end date. All inspections with Resident shall be completed no later than the end of the lease term. Landlord strongly encourages Resident to be present at the Move-Out Inspection.

## **RIGHTS OF OCCUPANCY**

The Landlord agrees that the Resident shall have, so long as he performs all conditions and agreements set forth in this lease and subject to applicable law, the right to occupy the premises free from any and all rights and demands of the Landlord except as herein specifically provided.

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## UTILITIES AND TRASH REMOVAL

(A) The Landlord furnishes no utilities; all utilities are Resident responsibility. (B) Trash removal from property is Resident responsibility. The Landlord contracts for trash collection at certain properties for a monthly fee of \$ \_\_\_\_\_, which shall be deemed as additional rent. Any trash over contracted weekly volume of \_\_\_\_\_ gallons, will be billed to tenant on a cost basis. Resident is \_\_\_\_\_ to use Landlord's contracted trash collector. (C) Landlord is not responsible for maintaining or installing any telephone lines, cable lines or outlets. (D) Residents in some duplexed dwelling units, where there is one meter, share utility expenses (gas, sewer, water, and/or electricity) by dividing cost by the number of tenants in entire dwelling. (E) The City of Charlottesville storm water utility fee, shall be shared by all of the Residents of the property from and after such time as billing is implemented by Landlord, in Landlord's sole discretion.

## PARTY CLAUSE

Resident specifically covenants that Resident shall not allow, at any one time, more than two (2) times the number of Residents on or in the house, unit, apartment, deck/patio/porch, yard(s), and/or grounds of the premises. Resident recognizes that breach of this covenant is default and a breach of this lease and Landlord shall have all the remedies set forth below.

## RESIDENT COVENANTS

The Resident covenants to (A) pay the rent when due; (B) not use the premises in any manner other than as a residence unless prior written consent of the Landlord is obtained; (C) that no more than \_\_\_\_\_ persons shall occupy the premises; If a \_\_\_\_\_ Resident is added, there will be an additional Damage Deposit due of \$ \_\_\_\_\_, and an additional rent due of \$ \_\_\_\_\_, in equal monthly installments of \$ \_\_\_\_\_; (D) that no painting shall be done; (E) that no changes shall be made to the premises, fixtures, locks or appliances; (F) that no signs, wires, television, or radio antennas, or other materials shall be attached to the premises, or air conditioners or heaters installed; (G) that the Resident shall bear the cost of unclogging waste pipes and toilets due to unintentional, intentional or negligent conduct of the Resident. The Landlord will charge \$50.00 per hour with a minimum charge of one hour, plus cost of materials, plus 25% overhead for this work if he or his employees perform this work during normal business hours; (H) that the premises will be returned in as good condition as when delivered to Resident, less reasonable wear and tear, and that the Resident will comply with all the provisions of this Lease and Landlord's Move Out Letter when vacating the premises; (I) that Resident will not be allowed on any roof on the property and will not allow their guests on any roof on the property; repeated disregard for this regulation is grounds to terminate lease. Resident acknowledges that this prohibition is imposed for protecting the safety and welfare of Resident and their guests, as well as preventing compromise of the structure and integrity of the roofs. Resident further acknowledges that Landlord will incur administrative and other costs as a result of violation of this prohibition and agrees to pay Landlord an administrative fee in the amount of \$200.00 per occurrence, and, in addition, any actual damages suffered by Landlord. Such fee will be billed to Resident and be due as additional rent on the next date when monthly rent is due; (J) storage attics are not to be used or accessed by Resident; (K) basement rooms and bedrooms are not to be considered watertight and sometimes take on water during heavy rains; (L) Resident is responsible for replacing fuses, light bulbs, switching on circuit breakers and lighting pilot lights in stove, furnace and hot water heaters; (M) Residents are responsible for all water pipes, heating pipes, radiators, and boiler if they freeze due to Resident negligence. Resident agrees to keep thermostat set above 55 degrees to prevent freezing of pipes; (N) No pets of Resident or their guests are allowed on premises or any other portion of the property under any circumstance; any pet must be removed from the property immediately. Repeated disregard for this regulation is grounds to terminate lease. Resident acknowledges that this prohibition is imposed for purposes of protecting the health and safety of residents, including keeping the property odor and pest free, as well as preventing damage to the property. If there is evidence of a pet, the Landlord will have the premises exterminated and charged to Resident. Resident further acknowledges that Landlord will incur administrative and other costs as a result of violation of this prohibition and agrees to pay Landlord an administrative fee equal to the amount of the security deposit under this lease plus \$200.00 per occurrence, and, in addition, any actual damages suffered by Landlord. Such fee will be billed to Resident and be due as additional rent on the next day when monthly rent is due; (O) that no illegal drugs or negligent conduct of the Resident is permitted; (P) that nothing shall be done by Resident or his invitees and guests, which, in the reasonable judgment of the Landlord, shall affect the use and enjoyment of other rental tenants; (Q) no waterbeds allowed on premises; (R) no hot tubs or pools allowed in or on the premises or any other portion of the property, (S) not to use or occupy or permit the leased premises or any other portion of the property to be used or occupied in a manner (i) which will in any way violate any applicable law or regulation affecting the leased premises, (ii) which will cause a safety hazard and/or an increase in Lessor's casualty insurance premiums, (iii) which will cause or be likely to cause structural damage to the leased premises or any other areas, or (iv) which will constitute a public or private nuisance; (T) Resident is responsible for (houses) the trimming of the bushes, mowing of yards, (houses and apartments) trash and litter in the hallways, yards, and parking areas. If the Landlord and/or the City determines that the premises or yard is unsightly (trash), overgrown or yard needs mowing, Landlord will have it done and charged to Resident; (U) Grills (of any type) are not allowed in or on premises or any property; (V) Resident must comply with all City of Charlottesville Code Regulations; (W) Resident understands that house occupancy is regulated by number listed in lease (#C) and that this does not mean that all persons have individual bedrooms. Resident understands that Landlord has leased the premises to the number of Residents listed in #C, and rooms can be used at Resident's discretion, in compliance with City Code;

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(X) any damages to property caused by tenant, unknown parties, or vandalism will be charged to Resident. Replacement cost and labor will be charged for antique mantles, windows, etc.; (Y) Broken windows, screens and doors will be replaced immediately by CBS, at Resident's expense; (Z) Resident must keep (porch/interior floor) drains and window wells clean and unobstructed; (AA) a walk-thru room is not to be used as a bedroom; (BB) furnace rooms (closets) are not to be used for any Resident storage (keep empty); (CC) Resident is responsible for snow/ice removal (sidewalks, parking areas); (DD) no parking on any yard or part of yard. If found, cars will be towed at car owner's expense and Resident will be charged for any yard/landscaping repair; (EE) individual bedroom keys (for room locks) are supplied only if in place and functioning at check-in, room locks are not supplied by Landlord and cannot be installed without Landlord's written permission; (FF) Fireplaces are decorative only and may not be used; (GG) Resident shall not engage in any practice that encourages the infestation of the premises or other areas by rats, roaches, ants, flies, bedbugs or other vermin; (HH) any extermination of bugs, rodents, fleas, etc. is the responsibility of the Resident. Landlord will charge Resident if this has to be performed during the lease term or immediately after Resident's lease ends; (II) Resident shall maintain all smoke detectors and carbon monoxide detectors in proper working order during the lease term. If Landlord or his staff observe missing batteries in detectors and/or broken or missing detectors in the premises, Landlord will replace the batteries and/or install new detectors immediately and Resident will be charged for labor, materials, and overhead as provided for in this lease for each occurrence; (JJ) Resident must use protective carpeting to cover 75% of all hardwood floors, especially in high traffic areas; (KK) Resident will have first option to renew lease for a new term if a new lease is signed by September 10, 2018. Landlord reserves the right to refuse renewal option; (LL) Resident will have \_\_\_\_\_ assigned parking spaces; (MM) Landlord is not responsible for loss or damages to any vehicles; (NN) Parking spaces are a standard size and might not accommodate some vehicles; (OO) Dart boards are strictly prohibited.; (PP) Cinderblocks are not permitted in or on the premises; (QQ) internet, phone and cable wiring must be installed according to City Code; (RR) Candles are not permitted.

### **MOLD AND MILDEW**

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

### **RENTER'S INSURANCE**

Resident may wish to obtain renter's insurance to provide liability coverage for the Resident and property coverage for the Resident's personal property in the premises. For Resident's own protection, Landlord strongly urges Resident to obtain Tenant Fire, Extended Coverage, and Liability Insurance on the premises and its contents.

### **LIABILITY OF LANDLORD**

Landlord is not liable for any injury, damage, or rent rebate to persons or property either caused by or resulting from falling plaster or sheetrock, fire, smoke, dampness, overflow or leakage upon or into property of water, rain, snow, ice, sewage, steam, gas, or electricity or by any breakage in or malfunction of pipes, plumbing fixtures, air conditioners, appliances, or leakage, breakage or obstruction of said pipes, nor for any injury, damage, or rent rebate from any other cause, unless such injury or damage shall be the result of willful misconduct or negligence of Landlord; and Resident shall give prompt notice to Landlord of any of the foregoing occurrences in writing, however caused.

### **LANDLORD'S RIGHT TO ENTER AND MAINTAIN**

It is further understood and agreed that Landlord and his designated agents shall have the right to inspect the premises at reasonable times to make repairs and improvements thereto, and to do other work necessary or convenient for proper maintenance and improvement of the premises and other parts of the building. Landlord does not provide after hours or weekend maintenance without overtime charge and Resident will be charged for non-emergency calls made to the emergency number. The premises may, during normal business hours, be shown to prospective residents, contractors, purchasers and mortgagees. Resident of dwelling unit understands that during lease term, Landlord has the right to build additions to existing structure or to build additional structure(s) on the property, and that such construction will create noise disturbance. Construction work usually begins at 6AM. Certain apartments contain access doors to roof or other building areas and Resident understands that CBS Staff may enter these apartments in order to service the HVAC units for the building or to provide general building maintenance. Certain apartments are located in buildings with lobbies, hallways, and/or other interior areas that are used in common by Resident, other tenants, Landlord and others. Resident acknowledges that Landlord may, but shall be under no

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obligation to, provide access devices for such areas to law enforcement, delivery persons, contractors and others, in Landlord's sole discretion. Landlord may, but shall be under no obligation to, operate videocameras in and on parking areas, house porches, and/or property common areas from time to time. Landlord may monitor videocameras and may make videocamera footage in Landlord's possession available to law enforcement and others, as Landlord deems appropriate, provided that Landlord shall be under no obligation to do so in the absence of proper legal process. Resident acknowledges that requests for review of videocamera footage may result in substantial time and expense incurred by Landlord and should only be made in serious situations.

### DEFAULT

The Landlord may deem any of the following circumstances as a default and breach of this lease by the Resident: (A) failure to pay rent within five (5) days after written notice of the Landlord's intention to terminate this lease (mailed or hand-delivered) to the Resident; (B) any failure by Resident to perform any other covenant, condition, or provision of this lease; (C) the Resident's denial of any of the Landlord's rights reserved under this lease; (D) any abandonment, desertion, or vacating of the premises by the Resident; (E) any illegal use of the premises by the Resident; and (F) failure to vacate the premises upon expiration of the lease term.

### RIGHTS OF LANDLORD UPON DEFAULT

In the event of default by the Resident, in addition to Landlord's other rights and remedies, the Landlord may, by written notice to the Resident, terminate this lease, and no longer shall the Resident have any right to occupy the premises. Additionally, the Resident shall be liable to the Landlord for the following: (A) for all installments of rent and other charges for the remainder of the lease term subject to a credit of the net amount of rent the Landlord may receive if he should rent the premises to a third party; (B) for all expenses incurred by the Landlord in re-renting the premises, including, but not limited to, advertising, cleaning, repairing, and redecorating expenses; (C) for any and all other actual damages suffered by Landlord; and (D) for the Landlord's cost and expenses of enforcing this lease or collecting unpaid rent or other charges under this lease which may be incurred from time to time, including, but not limited to, a \$75 processing fee for each warrant or summons for collection and reasonable attorney's fees.

### RIGHTS OF RESIDENT

In the event of default by the Landlord, in addition to Resident's other rights and remedies, Landlord shall be liable to the Resident for the Resident's costs and expenses of enforcing this lease, including, but not limited to, reasonable attorney's fees.

### SUBLEASE AND ASSIGNMENT

Landlord recognizes that Resident plans can and do change unexpectedly and that it may be necessary to vacate a dwelling prior to or during the lease. Landlord will permit Resident to sublet the premises under the following terms and conditions: (A) The subletting party (Sublessee) must complete an application and be approved by Landlord. (B) A fee of one half of one month's rent is paid to Landlord for the sublet. No fee will be charged for a single summer sublet handled by the Resident(s) so long as all other terms and conditions herein are met.. (C) Resident shall remain liable in addition to the Sublessee for the performance of all terms and conditions of the lease. Any violation of the lease shall be the joint and several responsibility of both the Resident and the Sublessee. (D) The damage deposit of the Resident will be returned at the end of the lease to Resident in accordance with the terms of this lease. (E) Landlord assumes no responsibility for the subleasing of this lease or dwelling. (F) All costs, including advertising associated with a sublease, are the responsibility of Resident. Landlord shall not be responsible for cleaning or redecorating related solely to transfer of occupancy to a Sublessee. (G) The Landlord does not permit, under any circumstances, subletting of the premises for a period of less than one month (hereinafter "short-term sublets") to include, by way of example, short-term sublets through such online host platforms as AirBnB and StayCharlottesville. Any advertisement for or actual short-term sublets of the premises shall be grounds for termination of this Lease. (H) Any Resident who engages in an unauthorized sublet shall pay a fee of one half of one month's rent for each such occurrence to the Landlord and shall further be liable for any charges for repairs or damages resulting from the same.

### OTHER TERMS AND CONDITIONS

(A) The Resident shall perform the following services immediately prior to vacating the premises, cleaning the dwelling identically to the way the premises was signed for (inspection sheet) when premises was accepted. Resident agrees to have carpets and VCT tile professionally cleaned by a cleaning service approved in advance by Landlord. Landlord maintains a list of approved cleaning services; Tenant shall submit any request for approval of a cleaning service to Landlord at least 2 weeks prior to the end of the lease term. If the unit has to be cleaned or repaired, in total or in part, including if professional cleaning or other cleaning has not been performed in a good and workmanlike manner, the following are some of the **AVERAGE** charges that will be billed to Resident.

Clean refrigerator inside and out	\$50.00-\$100.00	Clean stove top/inside/oven	\$50.00-\$100.00
Clean cabinets inside and out	\$50.00-\$100.00	Clean dishwasher or washer/dryer, each	\$35.00\$75.00
Clean counters and sink	\$35.00-\$100.00	Clean interior of windows, blinds (per window)	\$15.00-\$45.00
Clean baseboards/woodwork (per room)	\$35.00-\$75.00	Professionally steam clean carpet (per room)	\$75.00-\$150.00
Vacuum/clean/mop hardwood floor (ea. Room)	\$50.00-\$125.00	Bathroom: clean fixtures, walls, floor, lights, cabinets,	
Clean light fixtures, each	\$15.00-\$25.00	mirrors, tub, shower, shower walls, toilet, etc.	\$50.00-\$200.00

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VCT floors-(kitchen tiles, laundry rooms, halls-professionally cleaned-strip, seal, 3 coats wax)	\$2.25 sq ft	Removal of trash per load to dump	\$250 minimum
Repair/paint/touchup walls, etc.	\$25.00-\$650.00	Replace interior light bulbs	\$8.25-\$20.00
Remove hair/debris from tub/sink drains	\$50.00	Replace keys, each	\$75.00
Replace smoke detector battery	\$62.50	Chewing gum removal, each	\$25.00
(see Resident Covenants)		Replace broken doors	\$225-\$750 each

**(B)** The Resident will leave utilities (water/sewer/gas/electricity) on in the Premises six (6) full business days after the Lease end date. If the Landlord has to reconnect power or water/sewer/gas to the Dwelling, Resident will be charged fees of \$100.00 per utility.

**(C)** Resident understands there is a \$10.00 charge to borrow a key for a Lock-Out during normal business hours. After normal business hours and if Landlord's staff is available, \$125.00 will be charged for a Lock-Out or Resident may call a Locksmith.

**(D)** Landlord will provide one original lease copy to Resident. Resident is responsible for duplicating and distributing any additional copies. Original Lease copy given to \_\_\_\_\_.

**(E)** In the event the City of Charlottesville issues any notice of violation by Resident, including but not limited to a notice of violation for failure to mow or properly dispose of trash, Resident will be charged an administrative fee of \$50.00 for each such notice. The administrative fee shall be in addition to any other charges that may be incurred under this lease.

**MOVE OUT POLICY**

If the property is not vacated by the end of this lease, the Resident will be liable to Landlord for Landlord's actual damages (including but not limited to the rental value), reasonable attorney's fees, and court costs. Any items left in the dwelling at the termination of the lease, will be deemed trash and disposed of by the Landlord. Resident acknowledges that any delay in vacating the property will disrupt Landlord's turnover schedule and cause Landlord to incur an estimated \$225.00 per day in additional labor, overtime and other costs. Any delay in vacating the property may also result in the property being unavailable for subsequent tenants of a new lease term and cause Landlord to suffer substantial additional damages.

**MOVE IN POLICY**

**(A)** Resident agrees and understands that everything will be done to have the property cleaned, trash and old furniture removed and repairs made by the first day of this new lease. The Resident agrees that if the previous Resident has caused damage or has not cleaned the property, Landlord will not be held responsible for a situation beyond his control and the Resident will give the Landlord a reasonable amount of time to correct any problems for them. If Landlord is unable to deliver possession to the Resident, due to previous Resident's failure to vacate and/or failure to clean or repair the premises, Landlord's sole liability to Resident shall be a daily prorated rent credit for each day possession cannot be delivered and the lease shall remain in full force and effect. **(B)** A condition report will be filled out by Landlord and given to Resident at check-in. Two copies are made and one is left with Resident. This report shall be deemed correct unless Resident objects to it in writing within five (5) days after its receipt by Resident. **(C)** Resident will receive and sign for a Resident Handbook at check-in, which will be deemed an addition to the lease. Resident agrees that signing by one constitutes acceptance by all. **(D)** One key will be given at check-in and the remaining keys will be in the dwelling. It is the Resident's responsibility to distribute the keys. **(E)** In the event of damage to the property by fire, enemy action, or other casualty, if this Lease is not terminated as set forth below, Landlord shall repair the same with reasonable dispatch after written notice of such damage by Resident.

**FIRE OR CASUALTY DAMAGE**

If the property or any part of it is damaged by fire, enemy action, or other casualty to such an extent that the enjoyment of the premises is substantially impaired, or required repairs can only be accomplished if Resident vacates the premises, Resident may immediately vacate the property and notify Landlord in writing within fourteen (14) days after such vacating. If, however, the damage to the property by fire or otherwise was caused by the deliberate or negligent act or inaction of the Resident, or the agents, visitors, or licensees of the Resident, no option to terminate by Resident shall exist and Resident shall be liable for the rent during the unexpired term of this lease, without abatement. Landlord hereby reserves the right to terminate this lease on fourteen (14) days notice to Resident if the property or any part of it is damaged by fire, enemy action, or other casualty to such an extent that in Landlord's determination, the enjoyment of the premises is substantially impaired or required repairs can only be accomplished if Resident vacates the property.

**NOTICE**

Any notice required herein shall be deemed delivered to Resident when such notice is mailed or hand delivered to the premises or sent to Resident in electronic form. Notice to any Resident shall be deemed notice to all Resident(s). Any services of process, notices or demands to be delivered to Landlord shall be made upon CBS Rentals LLC at 120 13<sup>th</sup> Street NW, Suite #1, Charlottesville, Virginia 22903.

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**FINAL AGREEMENT**

This lease contains the entire and final agreement of the parties, and no party shall be bound by any term, condition, or representation not set forth in this lease. All modifications of this Lease, shall be made in writing and signed by the Landlord and the Resident; no oral modifications shall have any effect whatsoever. No modification or waiver of any terms of this agreement shall be valid unless made in writing. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. If any of the provisions of this lease are held by a court to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect. All headings in this lease are for convenience only and are not part of or intended to affect the meaning or interpretation of this Lease.

**SPECIAL CONDITIONS AND LEASE ADDENDA**

A Lead-based Paint Addendum is attached to this Lease if the Dwelling was built prior to 1978. \_\_\_\_\_

An Historic & Older Home Disclaimer Lease Addendum is attached if the Dwelling was built prior to 1978. \_\_\_\_\_

Water/Sewer Utility Addendum attached for Leases at the Greenhouse, Warehouse, Grove Annex, Beta Bridge, Beta II and the Greek. \_\_\_\_\_

Email Addendum is attached.

A Lease Renewal Agreement Addendum is attached if Resident includes tenant(s) who will remain in the premises without vacating at the end of a prior lease term. \_\_\_\_\_

Resident acknowledges receipt of Policies & Procedures Lease Addendum, including Move-In and Move-Out information and agrees to comply with it, including any reasonable modifications which Landlord may make of which Resident is given reasonable notice.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESS THE FOLLOWING SIGNATURE(S) AND SEAL(S)**

<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>	<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
_____	_____	_____	_____	_____	_____
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CBS Rentals LLC, Landlord or Agent

By: \_\_\_\_\_ Date \_\_\_\_\_

**We comply with the Fair Housing Law and do not discriminate because of Race, Color, Religion, Sex, National Origin, Disability, Familial Status or Elderliness.**

Monthly Rent: \$ \_\_\_\_\_

Utilities: \$ \_\_\_\_\_

Trash Fee: \$ \_\_\_\_\_

**TOTAL MONTHLY** \$ \_\_\_\_\_



# CBS Rentals LLC

## Policies & Procedures Addendum

### GENERAL OFFICE INFORMATION

Office Hours 9 a.m.-5 p.m. Weekdays, Closed evenings and weekends, (434) 971-9922.

We close periodically throughout the day to visit the properties or show them to prospective tenants, so please call first to make certain the office will be open when you arrive.

### RENT PAYMENTS

**NOTICE:** By paying your rent or other amount by check, please be aware that you are authorizing CBS Rentals LLC to use the information on your check to make a one-time electronic fund transfer from your checking account or to process the payment as a check transaction. The electronic fund transfer will be for the amount indicated on your check and may be withdrawn from your bank account as soon as the same day payment is received. Please note that your check will not be returned by the financial institution, but will instead appear under the "Electronic Items" section on your bank statement.

**Online payment through the Resident Portal will only be available AFTER payment of your first rent payment, which is due on or before June 1, 2018. Please refer to page 2 of the Lease Agreement to determine if your group chose to pay by one rent payment or multiple (individual) payments. Remember, if your group decided to pay rent with individual payments, the one-time fee of \$100.00 per resident, is due with June rent and applicable to the current lease term only.**

Make checks payable to CBS Rentals LLC unless otherwise noted. Checks may be mailed to CBS Rentals LLC, P O Box 1414, Charlottesville, VA 22902. For your convenience, a drop box is available for afterhours payment. It is located on the side of our office building, facing the Grove parking lot. **RENT IS DUE ON OR BEFORE THE FIRST OF EACH MONTH. IF PAYMENT IS RECEIVED AFTER THE FIFTH OF THE MONTH, A LATE FEE WILL AUTOMATICALLY BE CHARGED.** (If rent payment is being sent from out of town, please remind the sender that normal mail delivery time is a minimum of 5-10 days.)

All checks must include the Resident's name and unit location so rent payments can be applied to the proper account. Late fees will be charged for checks that could not be applied due to missing or incomplete information. Be sure to date your checks properly. Checks dated later than the fifth of the month will be considered late even if they are received within the grace period. Cash rent payments are accepted **only** during business hours when CBS Staff can provide a receipt to Resident. Never put cash in the mail slot, under the office door, or taped to the door. At this time, we are unable to accept debit/credit cards.

**After your first rent payment due on or before June 1, 2018 has been processed, you will receive an email with login information and a temporary password for the Resident Portal on the CBS Rentals LLC website. At that time, please follow the link and instructions to set your own password and add account information. CBS will not provide login access to non-leaseholders, including parents.**

The following information and instructions apply to online payments:

The online system links to tenant checking accounts only. Credit card payments are not accepted.

When paying online, please remember to pay at least 48-72 hours in advance of the first of each month, to allow enough time for the rent to post. Rent paid online is considered received when it posts to our account, not at the time the payment is initiated online. **CBS IS NOT RESPONSIBLE FOR ANY UNAVAILABILITY OR MALFUNCTION OF THE ONLINE SYSTEM. IT IS YOUR RESPONSIBILITY TO SEE THAT RENT PAYMENTS ARE RECEIVED ON TIME IN ALL EVENTS.**

Please be aware, late fees and other charges are assessed after the 5th of each month, and accounts may not accurately reflect balances until the 10th of the month.



## Online Payment Options

There are different online payment options. Residents may make one-time payments or set up recurring monthly payments. Additionally, the rent can be paid in one lump sum, or Residents can make individual payments to cover a portion/percentage (1/4, 1/6, etc.) of the total monthly rent. Please review the following options to select the one that works best for you.

- If you elect to pay a **portion of rent**, the system will calculate the portion based on the **total amount due** on the account. For example, if the monthly rent is \$2000.00 and a water bill of \$50.00 is also due, the total amount due would be \$2050.00. If a Resident elects to pay a 1/3 portion of the amount due, the payment would be \$684.00.
- Residents can elect to pay a **fixed amount each month**. Under this option, only a specified amount would be debited from Resident's account monthly. Additional payments would be required to cover any other charges on the account (late fees, maintenance fees, etc.)
- Residents can elect to pay the **current balance due**. Under this option, the Resident pays the entire amount due on the account at that time.
- Residents can choose to pay the **total balance due, not to exceed** a specified amount. With this option, Resident authorizes a monthly payment to cover additional charges on the account, up to a specified amount.

Please note- the **online payment system requires that all past due rent be paid before accepting current rent payments. For example, if one roommate forgets to pay rent, no other payments will be accepted through the online portal until the past due balance has been paid.**

When setting up recurring payments, please remember that online payments take 48 to 72 hours to clear, excluding holidays and weekends, and that rent is due on the 1st of each month. Funds that are not posted to our account by the 5th of the month will be considered late, so please plan accordingly when paying online. **CBS IS NOT RESPONSIBLE FOR ANY UNAVAILABILITY OR MALFUNCTION OF THE ONLINE SYSTEM. IT IS YOUR RESPONSIBILITY TO SEE THAT RENT PAYMENTS ARE RECEIVED ON TIME IN ALL EVENTS.**

## GENERAL MAINTENANCE CALLS

9 a.m – 5 p.m. Weekdays 434-971-9922 It is strongly recommended that one person per house or apartment be in charge of maintenance calls. If two calls are received regarding the same problem, the tenant may be charged for the second call. CBS will only accept maintenance requests from individuals who signed the lease. Remember, you are required to perform some routine maintenance before calling the office. Examples are: If disposal is not working properly, ascertain that no object (bottle top, coin, eating utensil, etc.) is causing the problem. Then press the reset button on the disposal motor under the sink. If a toilet, sink, tub or shower is stopped up or draining slowly, please use a plunger before making a maintenance call. Please visit [www.cbsrentals.com](http://www.cbsrentals.com) for more maintenance trouble-shooting information or refer to the information included in your Resident Handbook. You are also required to replace all light bulbs, fuses, etc. CBS Rentals LLC will charge \$50.00 per hour (during regular business hours), minimum one-hour charge, plus 25%, if we are requested to perform this routine maintenance. If Residents cannot access their light fixtures, smoke/carbon monoxide detectors or panel boxes, CBS staff will install bulbs, batteries and fuses for Resident free of charge. Resident is responsible for purchasing all bulbs, fuses, smoke/carbon monoxide detector batteries. Please refer to your lease.

**Please note: Remember to keep your house/apartment keys with you at all times. Never leave a door open for CBS maintenance staff. We have master keys to all properties. CBS' policy is to lock all exterior locks when a staff member leaves a property. CBS is not responsible if you are locked out of your residence because you do not have the keys with you.**

## EMERGENCY MAINTENANCE CALLS

**After hours and on weekends, call 434-972-7058.** (If you have an emergency during regular business hours, simply call 434-971-9922.) Never place an emergency maintenance call if routine maintenance is needed. Please refer to the maintenance trouble shooting information included in your move-in packet or visit [www.cbsrentals.com](http://www.cbsrentals.com). An emergency might be water flooding the unit, loss of heat, smoke coming from an outlet, or an extreme security/safety issue. Air conditioning problems, stopped up sinks/toilets, etc., are not emergencies. (If you place an after- hours call dispatching a maintenance person and it is determined that it is a non-emergency call, you may be charged a minimum of \$75 per hour, plus 25%.) If you are locked out of your property after hours because you do not have your keys, **read the Lockout procedure on Page 2.** If you have the correct keys, but are locked out of your property after hours because the exterior door locks are broken or malfunctioning, please call the answering service to dispatch a maintenance technician. In the event of water leak (burst pipe, overflowing toilet, leaking dishwasher, etc.), Resident is required to shut off the main water supply to the property or the shut off valve to the toilet (if applicable) and take immediate action to clean up the excess water until CBS Staff arrives on site.

## UTILITIES

CBS requires Residents to be present at the time their electric, water/sewer, and gas utilities are connected. Some tenants in duplexed dwellings with one meter will share the cost of the utilities. The Residents normally divide the cost by the number of tenants in the entire dwelling. This will be worked out by the Residents. (It is the tenant's responsibility to have all utilities connected at move-in unless otherwise noted in the Lease.)

**Water, Sewer, Gas-City of Charlottesville 434-970-3211**  
**Electricity-Dominion Energy-1-888-667-3000**

**Internet- Ting [www.ting.com](http://www.ting.com)**  
**Internet/Cable- Comcast- 1-800-COMCAST**

## TELEPHONES **Century Link [www.centurylink.com](http://www.centurylink.com) 800-366-8201**

Each property has at least one phone jack. You may choose to wire each bedroom for its own line or you can elect to have one number for the whole house, or any combination. The newer apartments have at least two phone lines in each bedroom. It is the tenant's responsibility to contact Century Link to modify the phone service. CBS Rentals LLC is not responsible for any new wiring, wiring combinations or phone jacks.

## RENTER'S INSURANCE

CBS Rentals LLC strongly encourages the Resident to insure all personal possessions. Many (parents') homeowners' policies will cover students. You may want to check into this before applying for renter's insurance.

## NO PETS

Absolutely no pets (visiting or otherwise) are allowed on the premises under any circumstances. This is a violation of your lease. If there is evidence of a pet, we will take immediate steps to enforce the clause in your lease. **NO EXCEPTIONS.**

## SMOKE DETECTORS

All required smoke detectors will be in place and functioning properly before move-in. Each property will be furnished with a Smoke Detector Certificate, stating that smoke detectors are present and in good working order. Residents are responsible for maintaining their smoke detectors during their tenancy. The Smoke Detector Information sheet in your Resident Handbook includes instructions for changing the battery. CBS will be happy to assist Residents with battery replacement if they have trouble accessing the alarms. Resident is responsible for purchasing the battery. Please be advised that if the battery is removed from your smoke alarm, or the smoke alarm itself has been damaged and/or removed at any time during your tenancy, and you have not requested maintenance assistance, CBS will replace the battery or repair the alarm immediately and Resident will be charged for labor, materials and overhead as provided for in the Lease Agreement, for each occurrence. If the smoke detector is making a soft beeping noise, **CHANGE THE BATTERY.** Resident should report any smoke detector malfunctions to the CBS Office immediately.

## CARBON MONOXIDE DETECTORS

Properties with gas appliances have at least one carbon monoxide detector installed. Some properties may have several detectors. Residents are responsible for maintaining their detectors during their tenancy. The Carbon Monoxide Detector Information sheet in your Resident Handbook explains how the detector operates and includes instructions for changing the battery. CBS will be happy to assist Residents with battery replacement if they have trouble accessing the detectors. Resident is responsible for purchasing the battery. Please be advised that if the battery is removed from your detector or the detector itself has been damaged and/or removed at any time during your tenancy, and you have not requested maintenance assistance, CBS will replace the battery or repair the detector immediately and Resident will be charged for labor, materials and overhead as provided for in the Lease Agreement, for each occurrence. Resident should report any detector malfunctions to the CBS Office immediately.

## LOCKS AND KEYS

No installation of any type of lock or hasp is permitted on any door. Locks for bedroom doors in houses are not provided. **The Grove, The Grove Annex, Dovecote, the Warehouse, Dinsmore Row, Beta Bridge, Beta II, Maywood, Monroe Hill, The Wedge, The Greenhouse and the Greek Apartments** have individual bedroom door keys.

## GRILLS

Grills of any type pose an extreme safety hazard and are **STRICTLY PROHIBITED.** If we find a grill on the premises, it will be removed automatically, without notice, and all costs associated with its disposal shall be charged to the Resident.

## PARKING AND TOWING VEHICLES **CBS Rentals LLC is NOT responsible for any loss or damage to any vehicles.**

**Houses:** No parking on lawns or anywhere on property not paved or designated for parking. All vehicles parked in these areas will be towed, and the cost of towing will be the car owner's responsibility. Most houses have some assigned parking spaces. These spaces are assigned during move-in and will be included in your Resident Handbook. Additional parking might be found on the street. If your street is Permit Parking Only, contact the City of Charlottesville for details about obtaining a permit for your vehicle. If someone is parked in your assigned parking space, please do not call CBS Rentals. It is the tenant's responsibility to have the vehicle towed. (We normally use Collier's Towing Service – 295-4941, or look in the Yellow Pages for other towing services.)

**Apartment Buildings:** Parking spaces for **The Grove, the Grove Annex, Dovecote, the Warehouse, Dinsmore Row, Beta Bridge, Beta II, Maywood, Monroe Hill, The Wedge, The Greek, and The Greenhouse** are assigned and marked. These spaces are assigned during move-in and will be included in your Resident Handbook. Double parking is strictly prohibited. There is additional parking on the streets. Please use the above policy under House parking regarding towing. Additional parking spaces are available for rent (\$100.00-\$135.00 monthly). These spaces are rented on a first come, first served basis for the 12-month lease term. Please contact the office for more information. **Note to The Grove Residents:** The University Baptist Church is our neighbor. They do not permit CBS tenants or CBS visitors to park in their lot. Any unauthorized vehicle parked in their lot will be towed. Do not pull into their lot even for a few minutes. In addition, CBS Rentals office parking spaces are to be left open at all times. Do not feel that because it is after office hours you may park in these spaces. Collier's Towing Service will tow any vehicle parked in the CBS office spaces between 5PM and 7AM.

**Note: CBS parking spaces are standard size and may not be able to accommodate some vehicles. CBS reserves the right to restrict large vehicles in certain areas if they impede traffic or cause parking problems for other tenants. Vehicles must be parked as indicated on the parking map (no horizontal parking). Violators will automatically be towed without warning.**

## **HANDICAP PARKING AREAS AND FIRE LANES**

Handicap parking spaces are to be left open at all times. If a car without a handicap sticker is found parked in this area, it will be towed without exception. Keep in mind the Police will ticket you if you are in violation. **NEVER PARK IN FIRE LANES.** You will be towed. Be aware that Collier's Towing Service patrols our parking lots 24 hours a day and will automatically tow any vehicle parked in an unauthorized space.

## **ADDITIONAL PARKING SPACES**

Additional parking spaces are available for lease for \$100-\$125 per month with a 12-month contract. These spaces are assigned on a first come, first served basis, with preference is given to renewing CBS tenants. To request extra spaces, be sure to list your name on the sign-up sheet posted in the CBS Office during the month of October. After October, requests for additional parking must be submitted in writing to the CBS Office. Parking spaces leased to Residents who use the 15<sup>th</sup> Street NW overflow lot shall have a monthly rent increase of \$95-\$125.00 per space used. Parking spaces leased after July 31, 2018 are available for \$135 per month. **CBS Rentals LLC is NOT responsible for any loss or damage to any vehicles.**

**Additional spaces are not automatically renewed with a lease. There is a separate contract for additional spaces. Renewing tenants must sign up for additional spaces at the time of lease renewal.**

## **LOCKOUTS**

A Lockout occurs when you do not have the correct keys and/or you accidentally lock your keys inside of your house/apartment or bedroom. **If you are locked out AFTER Office Hours, you have two options.** You may call the emergency answering service (972-7058) and if a CBS staff member is available, he/she will open the property for a fee of \$125.00, which will be charged to your account. Or, you may call a locksmith and pay him/her to open the property. **NOTE: If it is after hours and you have the correct keys, but cannot open your bedroom or exterior door due to a broken or malfunctioning lock, we consider this a maintenance issue. Please call the emergency answering service (972-7058) to report a broken or malfunctioning lock.**

If a lockout occurs **DURING** office hours, you may come to the office and borrow the master keys for a \$10.00 charge. There is a one-hour time limit when borrowing keys. CBS will not loan keys to anyone who is not on the lease. Please remember photo identification is required when borrowing keys and for lockouts.

## **TRASH and TRASH SERVICE**

Some houses and all apartments are required to use a private collection service contracted by CBS Rentals. Please review your lease to determine if your dwelling is using this service, the monthly cost and the bin volume. The contracted service provides covered trash bins and collects trash twice a week. All trash must be put in tied, plastic trash bags and placed in the bin. The service will pickup from the designated trash bin areas at the apartment buildings. If your bin is not located in one of the designated areas, roll the trash bin to the curb the evening before pickup and remove it from the curb the following afternoon. CBS Rentals will move any toter left on the street curb and charge the house. There will be additional charges if your trash is more than the contracted amount in your lease. You will be charged a substantial fee if you place large objects or any excess trash at the trash bin areas, especially during move-in and move-out. Make sure you do not go over your contracted volume. Please remember to compact your refuse before placing any bags in the bins. **Single-stream recycling is available at all CBS apartment building locations.**

If your house is not using a contracted service through CBS Rentals, please contact the City of Charlottesville for more information regarding their requirements for trash pickup. 434-970-3830. Additional information is included in your Resident Handbook. All trash must be placed in tied, plastic trash bags and stored in covered trash cans. The City will issue citations to properties that have more than 6 loose bags of trash. The City also frequently issues citations for loose /scattered trash and for trash bags and cans visible from the street. Be sure to store all trash in covered trash cans (with the appropriate City trash decals). Make sure you do not go over your contracted volume. Please remember to compact your refuse before placing any bags in the bins **and use the recycling center on McIntire Road, 977-2976 or [www.avenue.org/rswa/](http://www.avenue.org/rswa/). (Trash removal and Landfill fees are very expensive!)**

## **YARD MAINTENANCE**

Most residents of houses are responsible for Yard (grass & shrubs) maintenance. All residents are responsible for removing trash in the yard. Please be aware that the City of Charlottesville routinely issues citations and fines to properties with overgrown grass and trash in the yards. If we feel a property is in danger of receiving a citation, we may **automatically** mow and clean the yard. Resident will be charged for this work, pursuant to the Lease. CBS Rentals LLC is not responsible for notifying residents before starting the yard maintenance. Please review your lease to determine this and other tenant responsibilities. If you are interested in hiring someone to mow your grass regularly, we recommend Quality Lawn Care (825-9119).

## **PORCHES, DECKS, BALCONIES & PROPERTY EXTERIORS**

Per your lease, no more than two (2) times the number of tenants is permitted on a porch, deck, patio or balcony, etc. at one time. All outdoor space must be kept neat and clean at all times. Residents are not permitted to store cement blocks, kegs, pool tables, couches, beer pong tables, lumber, mattresses, indoor furniture, inflatable pools, etc. on porches, decks, balconies or in yards. The placement of upholstered furniture anywhere on the exterior of a property is strictly prohibited. Residents are not permitted to hang laundry, signs, or banners on any exterior surface of the property. Only outdoor furniture is permitted on the property's exterior.

Please do not discard cigarette butts by throwing them off porches or onto the pavement below. Trash is not to be thrown onto apartment building parking lots. If trash/cups/cigarette butts, etc. are found, the apartment located above the debris will be charged for the cleanup. Residents of the Grove must be especially careful not to throw debris onto adjacent parking lots.

All "party trash" must be cleaned up by 9 a.m. daily. If CBS deems a property to be unsightly and/or in violation of City code, all trash/furniture items will be removed and disposed of immediately, without notice, at Resident's expense. CBS Management also reserves the right to require Residents to clean any property exterior that management considers unsightly or unappealing.

Grills of any kind, barbecue pits/spits, bonfires, etc. pose a serious fire hazard and are strictly prohibited.

Continual disregard for these policies is subject to eviction.

## **LIGHTS**

CBS will ascertain that all bulbs are in place and working before move-in. After move-in, tenants are responsible for replacing bulbs. You must replace light bulbs and reflector light bulbs with the same wattage and type bulb. Any larger wattage bulb may be a fire hazard.

## **NOISE AND GUESTS**

No more than two (2) times the number of tenants is allowed on the premises at one time. Any excessive noise (a breach of the lease) will result in the calling of the police, especially after 10PM. All tenants are encouraged to keep noise at a minimum. Do not play loud music from your doors or windows. Confine noisy parties within your house with doors and windows closed.

## **FLOORS**

Please be careful moving in. Any scrapes or tears on the floor are the tenant's responsibility. ALL hardwood must have at least 75% of the floor covered with protective carpeting, especially in the high traffic areas. If you use carpet remnants, padding must be used so the rough carpet backing does not scratch the floors. All furniture legs should have cork, felt or furniture pads placed under them. Any scratches or gouges on the floor will be charged to tenants. Hardwood floors have a special finish and **MUST NOT BE WAXED**. Use a damp mop to clean floors. VCT tile floors are treated with a special commercial wax and must be cleaned with mild soap and warm water. All floors should be cleaned regularly. **NEVER USE Mop and Glo or similar type products.** Residents will be charged if there is excessive wear on floors.

## **WALLS - DOORS - WOODWORK**

Please be careful moving in. Any scrapes or tears on the walls are the tenant's responsibility. Absolutely **NO** painting or wallpaper is permitted. Use small nails or tacks sparingly to hang items on walls. **NEVER USE TAPE, LARGE NAILS, GUM ADHESIVE, TOGGLE BOLTS, ETC.** These will deface the wall when removed and you will be charged for wall repair. A sample size nail will be included in your Resident Handbook. Place furniture away from the walls to avoid chargeable damages. **DART BOARDS ARE PROHIBITED.**

## **BATHROOMS**

Shower curtains must be installed immediately for all tubs and showers. **BATH MATS ARE REQUIRED TO PREVENT WATER DAMAGE.** Any repairs due to the lack of mats or shower curtains constitutes damage and will be charged to the tenants. **NEVER COVER FLOOR DRAINS IN THE BATHROOMS.** It is recommended that tenants purchase a bathroom plunger. Many toilets are water savers and may need plunging occasionally. If the water in the toilet is running continuously, cut off the water at the shut off valve in back of the toilet, then notify CBS Rentals LLC. CBS is not responsible for any excessive water/sewer consumption due to unreported leaks. Please refer to the maintenance information included in your Resident Handbook.

## **CLEANING**

Resident is responsible for keeping the premises clean and in good repair at all times. Trash and garbage is to be removed from the property at least once a week. The kitchen will be kept clean, and dirty dishes shall not be left out in order to prevent rodent and pest infestation. Resident must clean bathrooms regularly to prevent mildew. Carpets are to be cleaned regularly; floors are to be kept clean.

## **CIRCUIT BREAKERS AND FUSE BOXES**

Please locate your fuse or circuit breaker box(es) immediately at move-in. Residents are responsible for switching on tripped circuit breakers or changing fuses. Burned out surge protectors and power strips can cause circuit breaker and fuses to trip. Before calling the office, check to see if your surge protector or power strip is malfunctioning. Never attempt or make any modification to electrical circuits. For additional information, refer to the maintenance information included in your Resident Handbook.

## **A/C, HEAT PUMPS, FURNACES**

Filters for furnaces and A/C Heat Pumps in all dwellings are normally changed quarterly by CBS Rentals staff. Tenants may not block access to these units. **DO NOT USE HVAC CLOSETS OR FURNACE ROOMS FOR STORAGE.**

## **SNOW REMOVAL**

Residents in both CBS houses and apartments are responsible for clearing snow away from their individual cars and parking spaces. CBS recommends that Residents buy a snow shovel to aid in the snow removal. (CBS is unable to lend snow shovels to Residents.) As conditions allow, CBS will strive to clear parking lots; however, please exercise caution whenever there is inclement weather. House Residents are responsible for removing snow from driveways, walkways, porches and stairs. CBS is not responsible for removing snow from areas otherwise maintained by any local municipality or by any state or federal agency, and/or not under the ownership or control of CBS Rentals, LLC.

## **BIKES and SCOOTERS**

Bikes are not allowed in any dwelling. Kickstands will scratch hardwood floors and mar walls. Floors will be refinished and walls repaired and charged to tenants. Bikes cannot be stored on balconies or locked to the antique fence at Dinsmore Row. Do not lock bikes to any apartment stairwell rails or fencing. CBS Rentals will remove any bike in violation and the owner will be charged a \$100.00 fee. Bike racks are provided for tenants and are located at **The Grove, Dovecote, Dinsmore Row, Beta Bridge, Beta II, Maywood, Monroe Hill, The Wedge, Greenhouse, Warehouse and the Greek.** Mopeds/scooters may not be parked in stairwells, walkways, common areas, or be stored inside the premises. Mopeds/scooters must be parked in an assigned parking space. Any moped/scooter that is illegally parked or stored will be towed immediately at the owner's expense. Private, scooter parking spaces may be available for monthly lease at some CBS locations. Please contact the office for more information.

## **SATELLITE DISH / ANTENNA INSTALLATION**

Under certain restrictions, the installation of an individual satellite dish, of 18" in diameter or less, or a traditional stick-type antenna within a resident's leasehold is permitted. Dishes may not be installed on any common area including walls, outside windowsills, roofs, common area balconies or stairwells, lawns or any other common area. Under no circumstances can a device extend the dish or antenna beyond the balcony railing, patio line or fence. No holes may be drilled through the outside walls, roofs, balcony railings, glass, fences, or concrete patios. CBS Rentals is not required to install a central dish or any other device for residents who cannot otherwise receive a satellite signal. The satellite must be a stand-alone system. A resident may not splice into any existing wires or cable. Residents must read and sign a lease addendum before installing any device. The device must be installed in strict compliance with the conditions and requirements set forth in the lease addendum. An additional security deposit of \$250.00 and an inspection fee of \$25.00 will be due prior to the installation of any such device. Resident will also be required to provide proof of renter's insurance with a minimum of \$300,000 in liability coverage. Any dish or antenna illegally installed will be removed from the premises immediately, and all costs associated with the removal and disposal of such device will be charged to Resident.

## **LEASE RENEWAL**

When one or more tenants choose to sign the lease for the same premises for another year, the lease is considered "renewed" and occupancy continues, without interruption, for a consecutive 12-month term. Before a lease may be renewed, the incoming and outgoing residents must all sign a Lease Renewal Agreement, agreeing to the following conditions:

Rent may increase for the new lease term and will be noted on the new lease. If the rent increases, the tenants will pay the additional damage deposit when the new lease is signed. The prior lease damage deposit is carried over to the new lease. (Damage deposit is equal to one month's rent.) CBS does not refund individual portions of the damage deposit to those Residents who do not renew the lease. Because the lease is a renewal, CBS does not conduct a move-out inspection, or clean/refurbish the premises before the new Residents move in. The incoming and outgoing residents assume all responsibility for working out a fair exchange of damage deposit. Similarly, the incoming and outgoing Residents should also agree on how the property will be left for the incoming Residents regarding cleaning, damages, etc. Any account balance due at the end of the first lease term carries over to the next lease term and all Residents listed on the new lease are responsible for the balance. The move-in inspection (condition) report on file will be used to determine any damages at lease termination.

# Move In Information

## RENT AND SECURITY DEPOSIT

Unless prior arrangements have been made, **all monies must be paid before Move-In.** The money you paid when you signed your lease was **NOT the first month's rent.** To avoid a Late Fee, check your lease to see when your first rent installment is due.

## MOVE-IN PACKET, RESIDENT HANDBOOK AND KEYS

Only one Move-in Packet, containing the Resident Handbook and front door key, will be given per dwelling. We will only release the move-in packet and keys to a leaseholder. We cannot release the packet and keys to parents, friends, siblings, etc. under any circumstance. The first tenant to arrive at CBS Rentals to pick up the Packet will be responsible for providing the Packet information (Resident Handbook) and all keys to the other tenants of the dwelling. CBS Rentals will not keep any tenant keys once the packet is picked up. All other keys will be in the dwelling, on the kitchen counter, clearly marked. Any bedroom door keys will be in their respective doorknobs.

**Please make arrangements with your fellow tenants to get the keys. We will not provide any additional keys once a Move-In Packet is issued.** If your lease start date falls on a Saturday or Sunday, CBS Rentals will have staff available during a limited time period to distribute the Move-In Packets. Please call the office in advance for move-in office hours. **CBS RENTALS IS CLOSED ON ALL OTHER WEEKENDS.** If you will not be picking up your Move-In Packet on the first day of the Lease, please call our office to schedule an appointment to pick up the packet, weekdays between 9 a.m. and 5 p.m.. **CBS Rentals WILL NOT MAIL THE MOVE-IN PACKET OR KEYS.**

## CONDITION REPORT (MOVE-IN INSPECTION FORM)

This report will be filled out by CBS Rentals and included in the Move-In Packet. Two copies are made and one is left with CBS Rentals. Resident should make condition notations on this report and return to CBS Rentals within five (5) days of its receipt. This Condition Report shall be deemed correct, unless it is returned within the five (5) days to CBS Rentals. CBS will only accept a condition report from individuals who have signed the Lease Agreement.

**NOTE:** Please use a separate sheet of paper or call the office if you have a Work Order request.

**Please refer to your Lease and CBS Rentals LLC Policies & Procedures for additional Move-In information.**

# Move Out Information

## RENT AND BALANCE OWED

All balances due must be paid. **MAY RENT IS DUE ON OR BEFORE MAY 1.** By law, Damage Deposits cannot be used for rent.

## MOVE OUT DATE

All Residents and their belongings must be out of the premises by 9 a.m. on the lease termination date.

## ELECTRICITY, WATER AND SEWER

These utilities must be left on for six (6) full business days after the lease termination date. Per your lease, there is a substantial charge for reconnection.

## INSPECTION

You have the right to be present at the Move-Out inspection. CBS strongly encourages residents to be present at the Move-Out Inspection. You must notify CBS Rentals in writing one week prior to the lease end date to set-up an appointment. We recommend you do this early. Appointments will not be made on the day of or after your lease termination date. Even if you have scheduled an appointment, CBS Rentals will not inspect the property unless it is cleaned and completely empty (inside and out) of all possessions. After this inspection by appointment, CBS Rentals will give the Resident a handwritten copy of the inspection, but will not be able to give any further information regarding deductions at that time.

## **KEYS**

Put all bedroom door keys (and any duplications) in their respective knobs. Double check to make sure you have the correct key in each knob. (Close and lock the door, then make sure the key unlocks it.) All other keys (entry door, mailbox, laundry, etc.) must be left on the kitchen counter, clearly marked. NEVER LEAVE AN UNMARKED PILE OF KEYS. There will be a charge to you if CBS Rentals staff has to spend time determining what keys have been left. In addition to bedroom keys, there must be a minimum of one front, back and side door keys for each Resident. The last person to leave the property will lock the front/back door and notify the office that the Premises is cleaned and empty. If a key is needed to lock the dwelling, bring the one key to the office in an envelope with your name and property address clearly labeled. Under no circumstances will CBS Rentals reimburse missing key charges if any keys are dropped off or mailed to CBS Rentals after the lease termination date. You will be charged \$75.00 for each key missing at lease termination. Prior to Move Out, we recommend that you do a key inventory and if you are missing keys, that you borrow the master keys (a \$10.00 charge) and duplicate any missing keys.

## **YARDS**

All yards are to be mowed no sooner than four (4) days prior to lease termination date. Remove all trash and debris in yard, shrubs, driveways, etc. No furniture can be left in/on yards, porches, decks, balconies, etc.

## **CLEANING**

In late April, CBS Rentals will issue a very extensive checklist detailing the cleaning requirements for the leased premises. Remember that all carpets must be professionally steam cleaned and all VCT tile floors also must be done professionally; cleaned, stripped, sealed, and the application of three coats of wax. The receipt for the professional carpet/VCT floor cleaning must be left on the kitchen counter. This checklist will be of enormous help to those tenants who wish to clean themselves. It will also include the names of recommended professional cleaners if tenants prefer hiring someone to do the cleaning. CBS Rentals LLC reserves the right to assess the quality of the cleaning you have done or contracted professionally at move-out. Deductions from the security deposit may occur as a result of poor cleaning or other work performed by the resident for move-out.

## **LIGHTS/SMOKE DETECTORS/CARBON MONOXIDE DETECTORS**

Make sure all lights, smoke detectors, and carbon monoxide detectors are working. Replace smoke/carbon monoxide detector batteries if necessary. If a bulb is burned out, make sure it is replaced with the same type and wattage. **Note: Only properties with gas appliances have carbon monoxide detectors.**

## **TRASH**

Never leave furniture, mattresses, etc., or go over the trash volume specified in your lease. If you use the City of Charlottesville or another trash service, you must comply with their policy. If there is excess trash, tenants will be charged.

## **"AS-IS" Bedroom Agreement**

As a special accommodation to Incoming Residents, CBS may allow furniture to be stored in a locked bedroom(s) between leases. CBS prefers that all belongings be removed from the leased premises, so that all rooms can be cleaned, inspected, damages repaired and charges assessed to the Outgoing Residents. CBS will not clean, inspect, repair damages, etc. in an "as-is" bedroom. It is the responsibility of the Incoming and Outgoing Residents to come to an agreement regarding any damages/charges. (Damages will be assessed by CBS at the Incoming Residents' lease termination.) CBS is not responsible for any items being stored in the in the bedroom. Any items being in stored in the bedroom must be in place prior to the lease termination of the Outgoing Residents. The Outgoing Residents will give the Incoming Residents the bedroom key after locking the bedroom door. CBS will not be responsible for this key. The Incoming Residents may only access this room once the Incoming Residents have picked up the Move-In Packet. An "As-Is" Bedroom Agreement must be signed by all Incoming and Outgoing Residents and must be posted on the "as-is" bedroom door prior to the Outgoing Residents' lease termination. The "As-Is" Bedroom Agreement must be picked up in-person, at the CBS Office, during regular business hours. CBS will not fax, mail or email "As-Is" Bedroom Agreements. CBS, at its sole discretion, may prohibit the use of "As-Is" Bedroom Agreements.

**Please refer to your Lease and Resident Handbook for more information.**