# 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   |
|  |
| \$Dollars, payable to: CBS Rentals LLC, and mailed to CBS Rentals LLC, PO Box 1414, Charlottesville, Virginia 22902 or delivered to 120 13th St., NW, Suite #1, in equal installments of \$Dollars, with the first installment becoming due on the <b>FIRST DAY OF</b> 2016, 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 \$  |
| 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.  |
| 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.  |
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#### RENT PAYMENTS AND LATE CHARGES

- (A) Rent is due before or on the <u>FIRST</u> of each month. 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. 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 per Residence. (C) As an accommodation to Resident, Landlord will accept rent paid with individual checks, 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. This must be decided at lease signing.
  - 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 and require Resident to pay with one check.
  - 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 being returned to Landlord for any reason. In addition, there is a return check fee of \$45.00 per returned check, as well as the Landlord's bank charges for the returned check. These charges shall also apply in the event of a rejected electronic funds transfer.
  - (E) If Resident's check is returned to Landlord for any reason, Landlord will no longer accept Resident's personal checks made payable to CBS Rentals LLC and may require payment by 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.

and a breach of this lease and Landlord shall have all the remedies set forth below.

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

| Resident agrees to pay monthly rent with one check.   |
|---|
| Resident prefers to pay monthly rent with individual checks and agrees to pay the one-time, non-refundable fee of \$100.00 person, to be paid with first month's rent.  |
| Intial:   |
| 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.  |
| UTILITIES AND TRASH REMOVAL  (A) The Landlord furnishes no utilities; all utilities are Resident responsibility. (B) All trash removal from property is Resident responsibility. The Landlord contracts for trash collection at certain properties for a monthly fee of \$  |
| 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   |

## 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 \$; ( <b>D</b> ) that no painting shall be done; ( <b>E</b> ) 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; ( <b>G</b> ) 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; ( <b>O</b> ) that no illegal drugs or negligent conduct of the Resident is permitted; ( <b>P</b> ) 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; ( <b>R</b> ) no hot tubs or pools allowed in or on the premises or any other portion of the property, ( <b>S</b> ) 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; (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) tenant 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, 2016. Landlord reserves the right to                          |
| refuse renewal option; (LL) Resident will haveassigned 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.  |
|   |
| Tu 141.1.   |

#### 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 mortagees. 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 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 rerenting 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.

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#### 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 summer sublet handled by the Resident(s). (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.

#### 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, cabine | ets,             |
| Clean light fixtures, each                             | \$15.00-\$25.00  | mirrors, tub, shower, shower walls, toilet, etc.       | \$50.00-\$200.00 |
| VCT floors-(kitchen tiles, laundry rooms,              | \$2.25 sq ft     | Removal of trash per load to dump                      | \$250 minimum    |
| halls-professionally cleaned-strip, seal, 3 coats wax) |                  | Replace interior light bulbs                           | \$4.00-\$20.00   |
| Repair/paint/touchup walls, etc.                       | \$25.00-\$650.00 | Replace keys, each                                     | \$75.00          |
| Remove hair/debris from tub/sink drains                | \$50.00          | Chewing gum removal, each                              | \$25.00          |
| Replace smoke detector battery                         | \$62.50          | Replace broken interior doors                          | \$225-\$500 each |
| (see Resident Covenants)                               |                  |  |                  |

- **(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.

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### 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. Notice to any Resident shall be deemed notice to all Resident(s). Any services of process, and 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.

#### 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 ADDENDUMS

| A Lead-based Paint Addendum is attached to this Lease if the Dwelling was built prior to 1978 |                           |                      |                                |                             |                           |  |
|---|---------------------------|----------------------|--------------------------------|-----------------------------|---------------------------|--|
|   | WITNESS                   | S THE FOLLOV         | WING SIGNATURE(S) A            | AND SEAL(S)                 |                           |  |
| PRINT NAME  | SIGNATURE                 | DATE                 | PRINT NAME                     | SIGNATURE                   | DATE                      |  |
|   |                           |                      |                                |                             |                           |  |
|   |                           |                      |                                |                             |                           |  |
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|   |                           |                      |                                |                             |                           |  |
|   |                           |                      |                                |                             |                           |  |
| CBS Rentals LLC, L  | andlord or Agent          |                      |                                |                             |                           |  |
| By:   |                           |                      | Date                           |                             |                           |  |
| We comply with the F<br>Elderliness.  | Fair Housing Law and do 1 | not discriminate bed | cause of Race, Color, Religion | , Sex, National Origin, Han | dicap, Familial Status or |  |
| Monthly Rent: \$_   | U                         | Jtilities: \$        |                                |                             |                           |  |
| Trash Fee: \$_  |                           | Т                    | OTAL MONTHLY                   | \$                          |                           |  |

