

**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," each a "tenant".

### **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 unit"), for the term commencing at **NOON** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and ending at **9 A.M. (NINE O'CLOCK IN THE MORNING)** on the \_\_\_\_\_ day of \_\_\_\_\_, 2024. 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, Charlottesville, Virginia 22903, or as Landlord otherwise designates by written notice, in equal installments of \$ \_\_\_\_\_ U.S. Dollars, with the first installment becoming due on the **FIRST DAY OF JUNE** 2023, 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 and maintained by the Resident and held by the Landlord during the term of this lease as a security deposit ("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 is applied to Damage Deposit on the first day of lease term. During and at the end of this lease term, the Landlord reserves the right to make all repairs to the unit or other property (including, but not limited to, pest extermination, cleaning, removing trash, replacement of smoke/carbon monoxide alarms/detectors, batteries, light bulbs and painting), reasonable wear and tear excepted, as necessitated by the Resident's occupancy of the unit. After deductions for these repairs, past due balances, accrued rent, charges for late payment of rent as set forth below, the Final Cleaning Fee set forth below, and other amounts due to the Landlord under this lease, or otherwise permitted by applicable law, the Landlord will return by one check payable to Resident and sent to a forwarding address provided by any tenant, within forty five (45) days following the end of this lease term and vacation of the unit, 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 unit. The Resident cannot use any part of this Damage Deposit as payment of any rent due under this lease.

### **FINAL CLEANING FEE**

Resident agrees to pay Landlord a Final Cleaning Fee of \$ \_\_\_\_\_ U.S. Dollars upon the termination of this lease and Landlord is authorized to deduct the Final Cleaning Fee from the Damage Deposit. Landlord agrees to accept the Final Cleaning Fee in lieu of requiring Resident to hire a professional cleaner to provide end of lease cleaning, and in exchange for the Final Cleaning Fee, Landlord agrees to be responsible for certain end of lease cleaning as more particularly set forth below in **OTHER TERMS AND CONDITIONS**.

### **COST OF REPAIRS**

If employees of the Landlord make repairs to the unit or other property necessitated by Resident's occupancy, as set forth above, the charge shall equal the Landlord's cost of labor at \$70.00 per hour plus materials, plus 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 \$105.00 per hour, plus overhead of 25% of material

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and labor, with a minimum charge of one hour. If a subcontractor of the Landlord makes such repairs to the unit or other property, the charge will be the amount invoiced, plus 25% overhead. If Landlord must make repairs to the unit or other property (including but not limited to extermination, cleaning, removing trash, replacement of smoke/carbon monoxide alarms/detectors, batteries, light bulbs, and painting), or perform yard or other maintenance, 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 or maintenance 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

The tenants named as Resident 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 unit, the Lease Agreement, or Resident's account to anyone other than the tenants named as Resident, except in accordance with applicable law. Resident is responsible for communicating to Landlord all matters related to the Lease Agreement and maintenance of the unit. 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 a tenant.

### 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, subject to (I) below. (B) 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 tenant checks/EFTs, under the following conditions:

1. Each tenant 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. Landlord will not compute amounts owed by individuals.
3. Landlord 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 tenant 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 tenants who fails to pay, subject to (I) below.

- (D) Late charges shall also be incurred if payment is not received on time by the Landlord because of Resident's or any tenant'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 or any tenant's check/EFT is returned to Landlord or rejected for any reason, at Landlord's option, Landlord will no longer accept Resident's or such tenant'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 to notify 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 of \$100.00 per tenant will automatically be applied.
- (I) No late charge for rent shall exceed the lesser of 10 percent of the monthly rent or 10 percent of the remaining balance due and owed by Resident.

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

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### INSPECTION UPON TERMINATION

The Resident has the right to be present at the inspection of the unit at the end of the lease term. If the Resident desires to be present, he/she shall advise the Landlord in writing at least two weeks 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 unit 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) Trash removal from property is Resident responsibility. The Landlord contracts for trash collection at certain properties for a monthly fee of \$\_\_\_\_\_, which shall be paid by Resident and deemed as additional rent. Any trash over contracted weekly volume of \_\_\_\_\_ gallons, will be billed to Resident 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, will share utility expenses (gas, sewer, water, and/or electricity) by dividing cost by the number of tenants in entire dwelling (or as they otherwise agree), to be handled among the tenants. (E) The City of Charlottesville storm water utility fee, shall be shared by all of the residents of the property on a prorated basis by dividing the fee by the number of tenants in 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 tenants on or in the unit, deck/patio/porch, yard(s), and/or grounds of the property. Resident recognizes that breach of this covenant is a default and a breach of this lease and Landlord shall have all the remedies set forth below.

### RESIDENT COVENANTS

The Resident agrees and covenants to (A) pay the rent when due; (B) not use the unit 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 unit; If a \_\_\_\_\_ tenant is added, there will be an additional Damage Deposit due of \$\_\_\_\_\_, and an additional rent due of \$\_\_\_\_\_, in equal monthly installments of \$\_\_\_\_\_. Occupancy by any person other than Resident for more than seven (7) calendar days consecutively, or fourteen (14) calendar days in any calendar year, without prior written consent from Landlord, will constitute a violation of this provision; (D) that no painting shall be done; (E) that no changes shall be made to the unit, fixtures, locks or appliances; (F) that no signs, wires, television, or radio antennas, or other materials shall be attached to the unit, any deck/patio/porch, or any other part of the property, and that no air conditioners or heaters may be 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 \$70.00 per hour with a minimum charge of one hour, plus cost of materials, plus 25% overhead for this work if Landlord or Landlord's employees perform this work during normal business hours; (H) that the unit 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 unit; (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 \$300.00 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) Resident is responsible for all water pipes, heating pipes, radiators, and boiler if they freeze due to Resident negligence. Resident agrees to keep thermostat set above 60 degrees to prevent freezing of pipes; (N) No pets of Resident or their guests are allowed in or on the unit or any other portion of the property under any circumstance; any pet must be removed from the unit and 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 unit 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 \$300.00 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, including but not limited to marijuana prohibited by federal law, 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

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judgment of the Landlord, shall disturb or affect the use and enjoyment of other rental tenants; **(Q)** no waterbeds allowed; **(R)** no hot tubs or pools allowed in or on the unit or any other portion of the property, **(S)** not to use or occupy or permit the unit 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 unit or the property, (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 unit or any other portion of the property, 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 unit, yard, or any other portion of the property 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 the unit or any other portion of the property; **(V)** Resident must comply with all City of Charlottesville Code ordinances and regulations ("City Code") and with all applicable state and federal law, including but not limited to the obligations of tenants under the Virginia Residential Landlord and Tenant Act; **(W)** Resident understands that unit 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 unit to the number of tenants 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 Landlord, at Resident's expense; **(Z)** Resident must keep any deck/patio/porch, exterior door track/threshold, interior drains, and window wells clean and unobstructed; **(AA)** a walk-thru room is not to be used as a bedroom; **(BB)** furnace rooms and utility (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 unit 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 alarms/detectors and carbon monoxide alarms/detectors in proper working order during the lease term. If Landlord or Landlord's staff observe missing batteries in alarms/detectors and/or broken or missing alarms/detectors in the unit, Landlord will replace the batteries and/or install new alarms/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 may have first option to renew lease for a new term if a new lease is signed by September 10, 2023. Landlord reserves the right to refuse renewal option in Landlord's sole discretion; **(LL)** Resident will have \_\_\_\_\_ assigned parking spaces; **(MM)** Parking is at Resident's own risk. 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 unit or any other portion of the property; **(QQ)** internet, phone and cable wiring must be installed according to City Code, and any such installation shall require Landlord's prior written consent; **(RR)** Resident shall give notice to Landlord of any anticipated extended absence in excess of seven (7) days. Landlord shall have no obligation to check on the unit during any period of absence by Resident; **(SS)** Candles are not permitted.

### **MOLD AND MILDEW**

Resident acknowledges that it is necessary for Resident to, and Resident shall, provide appropriate climate control, keep the unit clean, prevent the accumulation of moisture, and take other reasonable measures to control and prevent the growth of mold and mildew in the unit. Resident agrees to clean and dust the unit 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 shall keep any dehumidifier provided or installed by Landlord in continuous operation.** Resident agrees to **immediately report to Landlord:** **(A)** any evidence of a water leak or excessive moisture in the unit, as well as any storage room or other area of the property; **(B)** any evidence of mold-or mildew-like growth that Resident is unable to remove by simply applying a common household cleaner and wiping the area; **(C)** any failure or malfunction in any heating, ventilation, air conditioning, laundry or dehumidifier systems or appliances in the unit or any other area of the property; and **(D)** any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the unit and Resident's property as well as injury to tenants and others 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. For Resident's own protection, Landlord strongly urges Resident to obtain renter's insurance containing fire, property and personal liability coverage.

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## **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 Landlord's designated agents, employees, and contractors shall have the right to inspect the unit at reasonable times, to make repairs and improvements thereto, and to do other work necessary or convenient for proper maintenance and improvement of the unit and other parts of the building and property. 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 unit may, during normal business hours, be shown to prospective residents, contractors, purchasers and mortgagees. Resident understands that during the lease term, Landlord reserves the right to build additions to existing structure(s) 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 Landlord's 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 other areas outside the unit (including but not limited to hallways, storage areas and exterior grounds) 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 by the fifth (5<sup>th</sup>) day of the month in which such payment is due; **(B)** any violation of, or 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 unit by the Resident; **(E)** any illegal use of the unit or any other portion of the property by the Resident; and **(F)** failure to vacate the unit 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 unit. 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 unit to a third party; **(B)** for all expenses incurred by the Landlord in re-renting the unit, 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, to the extent permitted by applicable law, 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, to the extent permitted by applicable law, reasonable attorney's fees. To the fullest extent allowed by applicable law, and provided Landlord exercises reasonable diligence, Landlord will not be in default under this lease as a result of any delay or prohibition due to public health emergency, labor or material shortages, acts of government, civil unrest or terrorism, or similar circumstances beyond the reasonable control of Landlord.

## **SUBLEASE AND ASSIGNMENT**

Landlord recognizes that Resident plans can and do change unexpectedly and that it may be necessary to vacate a unit prior to or during the lease. Landlord will permit Resident to sublet the unit under the following terms and conditions: **(A)** The subletting party (Sublessee) must complete an application and be approved by Landlord. **(B)** A sublet 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 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

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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. Resident and Sublessee(s) will be solely responsible for any Damage Deposit arrangements made among themselves. **(E)** Landlord assumes no responsibility for the subleasing of this lease or unit. **(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 unit 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 Stay Charlottesville. Any advertisement for or actual short-term sublet of the unit shall be grounds for termination of this lease. **(H)** In the event of any unauthorized sublet, Resident shall pay an administrative 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. Resident may assign this lease, including an assignment by less than all of the tenants (a "Change of Tenant"), only with the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion, a fee may be charged for any assignment, and no tenant shall be released from the obligations of this lease unless expressly agreed in writing by Landlord. Without limiting the foregoing, there will be an administrative fee of \$200.00 for any Change of Tenant.

### OTHER TERMS AND CONDITIONS

**(A)** The Resident shall vacate the unit, upon termination of this lease, in compliance with all provisions of this lease and shall perform the following immediately prior to vacating the unit: remove all trash, furniture, personal property, cleaning supplies, etc. from the unit and all exterior areas (please note: only normal, household trash items are permitted in Landlord-provided trash cans or dumpster); broom sweep balconies/porches/patios; broom sweep all wood/vinyl/tile surfaces; wipe down interior and exterior of all appliances, including washer/dryer; remove all items from cabinets/closets and wipe down surfaces; wipe down all showers/tubs, toilets and sinks; vacuum all carpets, remove all food/product buildup and spills from surfaces. In exchange for the Final Cleaning Fee, Landlord shall be responsible for the following end of lease cleaning: steam cleaning carpets (not to include stain or spot removal or any damage); cleaning vents and Landlord's heating and cooling equipment; mopping floors (where applicable); final cleaning of appliances (not to include scrubbing, scraping of food or spills, or similar); final cleaning of all surfaces, including countertops, cabinets, kitchen and bathroom fixtures, ceilings, doors, trim, shelving, windows, baseboards, light fixtures, bath fans, blinds, mirrors, underneath and behind appliances (not to include scrubbing, scraping of food, spills, adhesives, or similar). **The Final Cleaning Fee does not cover damage that may be required or costs that may be incurred by Landlord as a result of Resident's failure to leave the unit in the condition required by this lease (collectively "excessive cleaning and/or damage"), including but not limited to for: excessive cleaning of the unit and/or appliances, fixtures, carpets, floors; gum or adhesive removal; repairing holes in walls or other damage (including but not limited to damage resulting from adhesives, nail holes, masking tape, hooks, and carpet stains, burns, rips or tears); painting walls back to the original color; removing trash, debris or personal items; repairing and/or replacing fixtures including but not limited to blinds, screens, windows, doors, faucets, sinks, lights, cabinets, tile, countertops, and railings; lost keys. The cost of any excessive cleaning and/or damage will be the responsibility of Resident and billed to the Resident, in addition to the Final Cleaning Fee and any other charges, and may be deducted from the Damage Deposit.** In the event of excessive cleaning and/or damage, the following are some of the **AVERAGE** charges that may be billed.

Excessive cleaning	\$200 minimum	Broken windows/screens/blinds, each	\$62.50-\$400.00
Removal of trash per load to dump	\$350 minimum	Replace interior light bulbs, each	\$8.25-\$20.00
Repair/paint walls, per room	\$75-\$650.00	Replace keys/fobs, each	\$75.00
Remove hair/debris from tub/sink drains	\$75.00	Replace carpet, per room	\$450-\$750
Replace smoke alarm/detector (see Resident Covenants)	\$75.00	Replace broken doors	\$300-\$750 each

- (B)** The Resident will leave utilities (water/sewer/gas/electricity) on in the unit seven (7) full business days after the lease end date. If Landlord has to reconnect electricity or water/sewer/gas to the unit, Resident will be charged administrative fees of \$200.00 per utility.
- (C)** Resident understands there is a \$10.00 charge to borrow a key for a Lock-Out during normal business hours. If Resident is locked out on the weekend or after normal business hours, Resident may call a locksmith.
- (D)** Landlord will provide Resident a copy of this lease and the Virginia statement of tenant rights and responsibilities upon signing. If a paper copy is provided, Resident acknowledges that the paper copy will be received by Resident upon delivery to one tenant and that Resident is responsible for duplicating and distributing any additional copies.
- (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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(F) Landlord may adopt and alter rules and regulations from time to time that will be deemed a part of this lease and will be enforceable against Resident in accordance with applicable law. Landlord may close or limit access to common areas or other areas of the property, facilities, or services at any time.

### **MOVE OUT POLICY**

If the unit 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 unit, or on or about the property, at the termination of the lease, will be deemed trash and disposed of by the Landlord. Resident acknowledges that any delay in vacating the unit 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 unit may also result in the unit being unavailable for subsequent tenants of a new lease term and cause Landlord to suffer substantial additional damages.

### **MOVE IN POLICY**

(A) Landlord may require check-ins (move-in) to be handled by appointment and may require Resident to certify connection of utilities, and receipt of the Resident Handbook prior to or at check-in. Resident agrees and understands that everything will be done to have the unit 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 unit, Landlord will not be held responsible for a situation beyond Landlord's 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 unit or any other portion of the property, or due to public health emergency, labor or material shortages, acts of government, civil unrest or terrorism, or similar circumstances beyond the reasonable control of Landlord, 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. Two copies of the condition report are made and one copy is given to Resident by delivery to one tenant or placement in the unit at check-in. This report shall be deemed correct unless Resident objects to it in writing within five (5) days after its receipt by Resident at check-in. (C) A Resident Handbook will be provided to Resident at or before check-in. The Resident Handbook is incorporated in this lease by reference. Resident agrees that delivery to one tenant or placement in the unit constitutes receipt by all. The Resident Handbook may be changed from time to time in the same manner as rules and regulations. (D) One key will be given to Resident by delivery to one tenant, or by placement in a lock box or other secure delivery method as determined by Landlord, at check-in and the remaining keys will be in the unit. It is the Resident's responsibility to distribute and maintain security of 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 unit is substantially impaired, or required repairs can only be accomplished if Resident vacates the unit, Resident may terminate this lease by vacating the unit and notifying 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, unless required by applicable law, and Resident shall be liable for the rent accruing or what would have accrued during the unexpired term of this lease, without abatement, and for Landlord's damages. 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 unit is substantially impaired or required repairs can only be accomplished if Resident vacates the unit.

### **NOTICE**

Any notice required herein shall be deemed delivered to Resident when such notice is mailed or hand delivered to the unit or sent to Resident in electronic form. Notice to any tenant shall be deemed notice to all tenants named as Resident. Landlord may send notices and other communications to Resident from time to time by email to any email address provided on a tenant's lease application, or otherwise provided by any tenant from time to time. Resident agrees to notify Landlord promptly in the event of a change in any tenant's email address. Resident shall notify Landlord in writing Resident elects to receive notices in paper form. 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, or as Landlord otherwise designates by written notice.

Initial: \_\_\_\_\_

**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 lease 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. This lease is subordinate to the lien of any present or future deed of trust on the premises. This lease shall be binding upon and inure to the benefit of the Landlord, its successors and assigns; Resident agrees to attorn to Landlord’s successors and assigns, whether as a result of assignment, purchase, foreclosure, or otherwise, upon written notice. If any of the provisions of this lease are held by a court to be invalid or unenforceable to any extent, such shall remain valid and enforceable to the fullest extent permitted by law and 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. This Lease shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard for the conflict of laws provisions of any state.

**SPECIAL CONDITIONS AND LEASE ADDENDA**

The following are incorporated in, and made a part of this lease by reference:

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. \_\_\_\_\_

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

A Special Items Lease Addendum (Water and Sewer Utilities and Smoking Policy) is attached for leases at the Greenhouse. \_\_\_\_\_

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. \_\_\_\_\_

A Mold Addendum is attached.

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.

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**ELECTRONIC SIGNATURES AND RECORDS**

**LANDLORD AND EACH TENANT INITIAL HEREAFTER TO EXPRESSLY AUTHORIZE AND AGREE TO THE USE OF ELECTRONIC SIGNATURES AS A METHOD OF SIGNING AND/OR INITIALING THIS LEASE AND ALL ADDENDA, AMENDMENTS, AND OTHER DOCUMENTS NOW OR HEREAFTER RELATING TO THIS LEASE (THE "LEASE DOCUMENTS"), AND TO CONSENT TO THE CONDUCT OF THIS TRANSACTION, AND ANY FUTURE TRANSACTIONS RELATED TO THIS LEASE, BY ELECTRONIC MEANS:**

Initial: \_\_\_\_\_

Any signature or other authentication delivered by facsimile, electronic transmission, or affixed by electronic or other means shall be deemed to be an original signature. This lease may be signed or otherwise authenticated in any number of counterparts and by different parties to this lease on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same lease. Each tenant who signs or otherwise authenticates any Lease Documents hereby agrees that Landlord may store and/or cause such Lease Documents, to be copied in an electronic, paper and/or other medium (any of the foregoing a "record"), and further agrees that any such record shall be treated as the original of such Lease Documents for all purposes and may be received in all courts and public spaces as conclusive evidence of the existence of this lease and any other of the Lease Documents and that such were duly executed by the parties thereto.

**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, Source of Funds, Sexual Orientation, Gender Identity, Military Status or Elderliness.**

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

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

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

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



# CBS Rentals LLC

## Policies & Procedures Lease 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. **COVID-19:** the outbreak of COVID-19 has created unprecedented challenges for all of us, and may continue to do so for some time. Among other things, our office will be limiting in-person interactions during this time and we encourage you to contact us by telephone and email. We may adopt and alter rules, policies, and procedures from time to time, as guidances and regulations change. There may be times when it is necessary for us to close or limit access to common areas, and certain facilities or services. Please be assured that we will be in touch with you prior to check-in and during the lease term with procedures and information that you need to know. Without limitation, in order to promote the health and safety of our Residents, staff and contractors, we may (i) schedule maintenance/repair access to your unit for times that will minimize in-person contact with Residents; (ii) schedule move-in appointments and move-out dates to increase opportunities for social distancing; and (iii) use video conference and other means to conduct inspections and other interactions.

### 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, 2023. 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 person, 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, 2023 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.

If there is an error in your online payment be sure to contact your bank immediately if you would like to stop the payment. Returned payments are subject to a \$45 fee, pursuant to the lease. All payments received by CBS will be credited to the rental account. Residents are responsible for stopping automatic/recurring payments (through your bank or the on-line system) and for any allocation of rent among themselves. CBS is not able to refund payments made to a rental account. Any credit balance on the rental account at lease end after payment of all Resident obligations will be refunded in the same manner as the Damage Deposit.

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 \$70.00 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 \$105 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 4.** 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/unit 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 the commencement of the lease term unless otherwise noted in the Lease.) **Water, Sewer, Gas-City of Charlottesville 434-970-3211** **Internet- Ting [www.ting.com](http://www.ting.com)**

**Electricity-Dominion Energy-1-888-667-3000**

**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 and against personal liability. 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 in or on the unit or any other portion of the property 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 ALARMS/DETECTORS**

All required smoke alarms/detectors will be in place and functioning properly before move-in at the commencement of a tenancy. Each property will be furnished with a Smoke Detector Certificate, stating that smoke alarms/detectors are present and in good working order. Residents are responsible for maintaining their smoke alarms/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 alarm/detector is making a soft beeping noise, **CHANGE THE BATTERY.** Resident should report any smoke alarm/detector malfunctions to the CBS Office immediately.

## **CARBON MONOXIDE ALARMS/DETECTORS**

Properties with gas appliances have at least one carbon monoxide alarm/detector installed. Some properties may have several alarms/detectors. Residents are responsible for maintaining their alarms/detectors during their tenancy. The Carbon Monoxide Detector Information sheet in your Resident Handbook explains how the alarm/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 alarms/detectors. Resident is responsible for purchasing the battery. Please be advised that if the battery is removed from your alarm/detector or the alarm/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 alarm/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 alarm/detector malfunctions to the CBS Office immediately.

## **LOCKS AND KEYS**

No installation of any type of lock or hasp is permitted on any door without CBS Rentals' written permission, unless otherwise required by applicable law. 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 property, 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, but there are other companies available in our area.)

**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 (\$105.00-\$165.00 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. Any vehicle parked in the CBS office spaces between 5PM and 7AM will be towed. We normally use Collier's Towing Service.

**Note: CBS parking spaces are a 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. 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 a towing service patrols our parking lots 24 hours a day and will automatically tow any vehicle parked in an unauthorized space. We normally use Collier's Towing Service.

## **ADDITIONAL PARKING SPACES**

Additional parking spaces are available for lease for \$105-\$165 per month with a 12-month contract prior to July 31, 2023. Requests for extra parking must be submitted in writing after the 2023-2024 lease has been signed. Extra parking spaces are assigned on a first come, first served basis, with preference given to renewing CBS tenants. Parking spaces leased to Residents who use the 15<sup>th</sup> Street NW overflow lot will incur a monthly rent increase of \$105-\$135 per space used. Parking spaces leased after July 31, 2023 are available for \$165 per month. **CBS Rentals LLC is NOT responsible for any loss or damage to any vehicles.**

**Additional parking 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 hours, you will need to call a locksmith. 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 (434-972-7058) 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/SINGLE STREAM RECYCLING 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 on a scheduled basis. Single-stream recycling is available at most CBS apartment buildings. 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.

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 (434-825-9119).

## **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 property (including in the unit) 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/unit 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. **NEVER USE TAPE, GUM, ADHESIVES, GLUE, LARGE NAILS, TOGGLE BOLTS, ETC. These are strictly prohibited, 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. Use small nails or tacks to hang items on walls – excessive use of nails or tacks will result in damage and you will be charged for wall repair. **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 unit 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 sidewalks, 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 unit. 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, such as of 18" in diameter or less, or a traditional stick-type antenna, within a resident's leasehold will be permitted with Landlord's prior written consent. 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 dish 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 satellite dish or antenna 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 property 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 unit for another year, the lease is considered "renewed" and occupancy (the tenancy) 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 unit 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 unit will be left for the incoming Residents regarding cleaning, damages, etc. Any account balance due at the end of the prior 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. **NOTICE: CBS STRONGLY RECOMMENDS THAT RESIDENTS DO NOT EXCHANGE ANY DAMAGE DEPOSIT MONIES UNTIL THE OUTGOING TENANTS HAVE VACATED THE UNIT, THE INCOMING RESIDENTS HAVE INSPECTED THE CONDITION OF THE PROPERTY, AND THE PAYMENT STATUS OF ALL RENTAL AND UTILITY ACCOUNTS HAS BEEN CONFIRMED.**

## **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 upon check-in by a leaseholder. We cannot release the packet and keys to parents, friends, siblings, etc. under any circumstance. The first tenant to check-in 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 following check-in by the first tenant. 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 following check-in by the first tenant.** If your lease start date falls on a Saturday or Sunday, CBS Rentals will have staff available during a limited time period to assist with check-in appointments. Please call the office in advance to arrange your check-in appointment. **CBS RENTALS IS CLOSED ON ALL OTHER WEEKENDS.** All check-ins will be handled by appointment, please call our office to schedule. We may provide additional information and instructions for check-in procedures as the first day of the lease approaches. **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 retained by CBS Rentals. Resident should make condition notations on this report and return to CBS Rentals within five (5) days of its receipt in the Move-in Packet at check-in. 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 Resident Handbook 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, the Damage Deposit cannot be used by Resident for rent.

### **MOVE OUT DATE**

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



## **ELECTRICITY, WATER AND SEWER**

These utilities must be left on for seven (7) full business days after the lease termination date. Per your lease, the administrative fee for reconnection is \$200 per utility.

## **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 at least two weeks prior to the lease end date to schedule an appointment. At the time of the inspection, the unit must be completely vacated and all Resident required cleaning completed, pursuant to the Lease.

## **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 must lock the front/back door and notify the office that the unit is cleaned and empty. If a key is needed to lock the dwelling, bring the one key to the office (place in the office drop box) 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. If you are missing keys, you may borrow the master keys 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/FINAL CLEANING FEE**

At lease end, Resident authorizes CBS to deduct a Final Cleaning Fee from the Damage Deposit. The Final Cleaning Fee amount varies by property/floor plan and can be found on page 1 of the Lease Agreement. Resident is responsible for preparing the unit for the final cleaning as provided for in the Lease Agreement. Prior to lease end (typically in late April) CBS Rentals will issue a Move-Out Letter to Residents, which will include instructions for moving out and end of lease cleaning requirements that are Resident responsibility (please refer to page 6 of the Lease Agreement.) The cost of any excessive cleaning and/or damage will be the responsibility of Resident and billed to the Resident, in addition to the Final Cleaning Fee and any other charges and may be deducted from the Damage Deposit. The Final Cleaning Fee is non-refundable and will not be adjusted for additional cleaning performed by Resident, "as-is" bedrooms, etc.

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

Make sure all lights, smoke detectors/alarms, and carbon monoxide detectors/alarms are working. Replace smoke/carbon monoxide detector/alarm batteries if necessary. If a bulb is burned out, make sure it is replaced with the same type and wattage.

## **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 unit, 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 "As-Is" 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 checked-in and received 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. CBS reserves the right to require the "As-Is" Bedroom Agreement to be picked up in-person, at the CBS Office, during regular business hours. 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.**

# Mold Addendum

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Premises

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Lease Dated

**This Mold Addendum is incorporated by reference in the above lease and supplements the following lease provision:**

## MOLD AND MILDEW

Resident acknowledges that it is necessary for Resident to, and Resident shall, provide appropriate climate control, keep the Premises clean, prevent the accumulation of moisture, and take other reasonable measures to control and prevent the growth of mold and mildew 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 premises. **Resident shall keep any dehumidifier provided or installed by Landlord in continuous operation.** 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 Resident is unable to remove by simply applying a common household cleaner and wiping the area; (C) any failure or malfunction in any heating, ventilation, air conditioning, laundry or dehumidifier systems or appliances 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 tenants and others resulting from Resident's failure to comply with the terms of this clause.

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1. **WHAT MOLDS ARE.** Molds are organisms that may be found indoors and outdoors. They are part of the natural environment and play an important role in the environment by breaking down and digesting organic material, such as dead leaves. Also called fungi or mildew, molds are neither plants nor animals; they are part of the kingdom Fungi. Molds can multiply by producing microscopic spores (2 - 100 microns [ $\mu\text{m}$ ] in diameter), similar to the seeds produced by plants. Many spores are so small they easily float through the air and can be carried for great distances by even the gentlest breezes. The number of mold spores suspended in indoor and outdoor air fluctuates from season to season, day to day and even hour to hour. Mold spores are ubiquitous; they are found both indoors and outdoors. Mold spores cannot be eliminated from indoor environments. Some mold spores will be found floating through the air and in settled dust; however, they will not grow if moisture is not present. Mold is not usually a problem indoors — unless mold spores land on a wet or damp spot and begin growing. As molds grow they digest whatever they are growing on. Unchecked mold growth can: Damage buildings and furnishings; Rot wood; Damage drywall; Cause structural damage to buildings; Cause cosmetic damage, such as stains, to furnishings. The potential human health effects of mold are also a concern. It is important, therefore, to prevent mold from growing indoors. <https://www.epa.gov/mold/mold-course-chapter-1#Chapter1Lesson1>

2. **PREVENTING MOLD BEGINS WITH THE RESIDENT:** In order to minimize the potential for mold, mildew and similar ("mold") growth in the dwelling, Resident ("you") agree to do the following:

- **KEEP THE DWELLING AND PERSONAL PROPERTY CLEAN AND DRY, PARTICULARLY THE KITCHEN, THE BATHROOM(S), BASEMENTS, CARPETS AND FLOORS.** Without limitation, you agree to: Regularly vacuum, dust, mop, and use a household cleaner to clean hard surfaces to remove the household dirt and debris that harbor mold or food for mold; Immediately throw away moldy foods and food or drink containers; Clean bathrooms, kitchens, and basements, where moisture is likely to accumulate, frequently; Not bring personal property that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows, into the premises; Launder and clean regularly, and keep dry and avoid air drying indoors, personal property, including clothing and textiles; Keep closet doors ajar; Avoid excessive amounts of indoor plants; Use and regularly empty dehumidifiers, if present; Use fans, if present.
- **PROMPTLY REMOVE, AND TAKE STEPS TO PREVENT, VISIBLE MOISTURE ACCUMULATION ON WINDOWS, WALLS CEILINGS, FLOORS AND OTHER SURFACES.** Without limitation you agree to: Look for and notify Landlord in writing of leaks, including in faucets, toilets, refrigerators, washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls; Turn on any exhaust fans in the bathroom and kitchen before showering or cooking; When showering, keep the shower curtain inside the tub or fully close the shower doors; Wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; Leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; Hang up clothes, towels and bath mats so they will completely dry out. Even small amounts of water, such as condensation in a bathroom or around a window sill, can be enough for mold to grow.
- **USE AIR CONDITIONING (WHERE AVAILABLE) AND HEATING SYSTEMS REASONABLY AND PROPERLY TO MAINTAIN TEMPERATURE AND HUMIDITY CONTROL WITHIN THE DWELLING. PROMPTLY NOTIFY LANDLORD IN**

WRITING ABOUT ANY AIR CONDITIONING OR HEATING SYSTEM PROBLEMS YOU DISCOVER. Without limitation, you agree to: Not keep windows or exterior doors open when air conditioning or heating systems are in operation; Not keep windows or exterior doors open during wet weather events; Not leave rooms closed and unattended for extended periods. Periodically opening windows and doors on days when air conditioning and heating systems are turned off and the outdoor weather is dry (i.e., humidity is below 50 percent) may help reduce humidity in the dwelling.

- LOOK FOR AND PROMPTLY NOTIFY LANDLORD IN WRITING ABOUT ANY SIGNS OF WATER LEAKS, CONDENSATION, WATER INFILTRATION, OR MOLD THAT CANNOT BE REMOVED WITH A HOUSEHOLD CLEANER IN THE PROCESS OF ORDINARY HOUSEHOLD CLEANING: Signs of water leaks or infiltration may include musty odors, loose or missing grout or caulk, and discoloration of walls, baseboards, doors, window frames, ceilings. Landlord will respond in accordance with applicable law and the lease to repair or remedy the situation as necessary. Depending on the situation, Landlord's response may include providing you with resources such as cleaning and laundering instructions and/or a list of cleaning contractors. You agree to cooperate with any mold remediation by Landlord, including but not limited to by complying with self-cleaning, laundering and dry-cleaning directions provided to you.

3. **RESIDENT RESPONSIBLE FOR PERSONAL PROPERTY AND DAMAGES:** Without limitation, you agree to be responsible for the cost of any mold remediation resulting from your failure to comply with applicable law, the above lease provision, or the terms of this Mold Addendum, including but not limited to the cost of any cleaning, disposal or replacement of your personal property that is affected by mold. Landlord may conduct any such remediation and disposal and charge the cost to you in the same manner as costs of repairs under the lease. You additionally agree that you are responsible for damage to the building, the premises, and personal property, as well as injury to you and others, resulting from your failure to comply with the above lease provision or the terms of this Mold Addendum.

4. **RELOCATION AND/OR TERMINATION OF TENANCY:** Landlord reserves the right to require you to relocate (temporarily or permanently), and/or to terminate the tenancy, and you agree to vacate the premises or any portion of the premises if directed by Landlord, in the event Landlord in its sole judgment determines that (i) there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to you or other persons; (ii) your actions or inactions are causing a condition which is conducive to mold growth; and/or (iii) any mold remediation or related repairs cannot reasonably be conducted while the premises or such portion of the premises is occupied.

5. **COMPLIANCE:** Complying with this Mold Addendum is a material requirement of the lease, will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding moisture, mold in the dwelling, or this Mold Addendum, please contact us. If you fail to comply with the above lease provision or this Mold Addendum, you can be held responsible for property damage and any health problems that may result. We cannot fix problems in your dwelling unless we are aware of said problems.

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

**Resident:**

Print Name	Signature	Date	Print Name	Signature	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____

**CBS Rentals LLC, Landlord or Agent By:** \_\_\_\_\_ **Date** \_\_\_\_\_