

RESIDENTIAL LEASE for **ODUrent**

THIS LEASE made on _____, 2019, between **Polizos Properties LLC** (hereinafter called "Landlord") and the following Tenants: _____

_____ jointly and severally (hereinafter "Tenants"), have agreed:

PREMISES: _____, Norfolk, VA 23508 **Features:** _____

TERM: Start Date: _____, 2019 End Date: _____, 2020

PRORATE: 1st Month: \$ _____ Last month \$ _____ **Prorate Due 5-days before Move-In**

(If Premises is undeliverable at no fault of Landlord, the same shall not be liable nor shall Lease terminate and rent will be prorated)

RENT: \$ _____ .00 per month. **Due on 1st, Late after 5th Late Fee:** 10% Recur. Charges; **Collections Fee:** 10% Recur. Charges

Tenants **required to LOG-IN ONLINE** and pay **INDIVIDUALLY** by electronic check (no fee) / credit card (\$8 fee).

After 2 reversed electronic payments, option is removed.

RENEWAL: Lease **DOES NOT** automatically renew! Deadline to request renewal and sign new lease: **February 25th, 2020**

SECURITY DEPOSIT: \$ _____ .00 Initials: _____

UTILITIES: Tenants pay for Power, Water and Gas (if provided), and shall call **5 days** before Lease Start Date to turn on and keep on from the 1st day UNTIL the last day of the Lease Term. Tenants expressly acknowledge that **ALL UTILITIES must remain on** at all times, otherwise, Tenants shall be charged a \$60 fee and back-billed for the amount Landlord paid. Landlord will not be responsible for utilities or tenant disputes. **We HIGHLY recommend adding all roommates to utility accounts.**

Note: Tenants of The Mill, 835 46th, 841, 847, 855, 1017, 1305, 1336 #3, 3910, 4719, Titus, Delaware (1bed), - pay **\$30/Tenant/Month** water fee to Landlord (Delaware 2-bed \$40/T/M).

FAILURE TO PAY: If Tenants fail to pay Rent by the 5th of the month, a notice will be sent stating Tenants have five (5) days to pay Rent along with a 10% late fee and 10% collections fee or Landlord may terminate Lease and file an unlawful detainer with the court. Landlord reserves the right to solely evict the Tenant who fails to pay their portion of the Rent + fees/costs. If Landlord chooses to **evict/terminate a Tenant** OR is required to **release due to military orders**, then the Lease shall continue with all other Tenants, and **remaining Tenants shall be responsible** to pay the **Total Rent** per month, until a replacement tenant signs a lease.

SECURITY DEPOSIT: Tenants **shall pay the Security Deposit at signing**, and the Security Deposit shall be treated as security for Tenants' covenant to faithfully perform all terms of this lease. After Start Date, if Tenants fail to perform the foregoing obligations, the Landlord may terminate Lease and Tenants shall surrender the Security Deposit. Landlord shall apply the Security Deposit towards rent and fees, and Tenants shall be liable for any remaining balance.

NOTE: Tenants may **NOT apply the deposit** to any of the rent payment or charges.

NOTE: Within **45 days** of Lease Term expiration, the Security Deposit, less any damages or fees, shall be mailed to Tenants, along with a current statement. Tenants are **required to email** the office a forwarding address.

MOVE IN: Tenants receive keys **after 4pm** of Start Date, **ONLY IF ALL** prorated rent and security deposit is paid and utilities are turned on. Tenants shall turn in "Move-In Inspection Form" within 5 days of Start Date or deem Premises in good condition.

UNLAWFUL USE/DISTURBANCES: Tenants shall not use the premises for any **disorderly or unlawful purpose** or in any manner to **interfere with all Tenants and neighboring resident(s) quiet enjoyment of their residence, or cause Police or other authorities to visit for improper conduct, illegal activity, excessive guests, noise, or failure to maintain Premises in a clean and sanitary condition.**

NOTE: The Premises shall comply with all laws and ordinances (ex. no business use) and shall be occupied only by the Tenants on this Lease. No guest may stay longer than **10 days** during the entire Term of this Lease.

REPAIRS: Tenants shall **submit notice online or email promptly** to Landlord for repairs, damages or hazards and **call in all emergencies (675-7200)**. Maintenance will **enter Premises, even if the tenant is not home**, unless Tenant requests appointment.

1. Tenants or their agents shall not attempt any repairs, nor remodel, structurally change premises or remove appliances/fixtures.
2. Landlord shall in no way be liable for any damages arising out of Tenant's operation or use of appliances/fixtures on premises.
3. Landlord maintains appliances & fixtures such as refrigerator, stove, washer/dryer, electrical & plumbing fixtures, heating/AC.
4. Tenants shall pay costs of repairs to windows, screens, lights, fans, doors, walls, and similar fixtures damaged by Tenant or guest.
6. Tenants agree to reimburse Landlord within 30 days for any damages caused by negligence or misuse by Tenants or guests.

Initials: _____

PETS: No animals/pets shall be permitted inside Premises **at any time**. Tenants will be liable for cleaning/exterminating and \$100 fines for each occurrence. Landlord reserves the right to make exceptions for smaller pets or non-aggressive breeds with an approved application, pet deposit, renters insurance and other requirements.

RIGHT OF ACCESS: Upon reasonable 24hr notice by email to Tenants, Landlord and its agents may enter the Premises to inspect, make improvements or **show the Premises** to prospective tenants.

NOTE: For work requests without appointment or an **emergency** or if notice is impractical, Landlord may enter **without notice**.

NOTE: Tenants shall give notice to Landlord of any lengthy absence so Landlord may protect property.

NOTE: If Tenants refuse access, Landlord may obtain injunctive relief to access premises.

SMOKE ALARMS/Carbon monoxide: Tenants acknowledge that one or more smoke alarms have been installed per floor and successfully tested in all Premises. In units with gas service, a Carbon Monoxide detector has also been installed and tested.

VA LAW: It is the Tenants responsibility to test monthly (Push and hold the test button for a few seconds. It should produce a loud noise) and **report malfunctions** immediately in writing to Landlord. **Do NOT tamper** Smoke alarms/batteries or **pay \$50 fine**.

Note: Virginia Natural Gas has added a rotten egg smell to natural gas for your protection and if you suspect a leak call 866-229-3578.

Note: Landlord has also installed **Stove Top Fire Stops** in the range hood, to reduce the spread of a stove fire.

FIRE/CASUALTY: Tenants shall **NOT** permit any act or omission which will **increase the fire hazard** on or around the Premises. If the Premise is damaged by fire, enemy action or other casualty, Landlord shall have the option to repair the damage within 14 days and Tenants may **NOT terminate** the Lease. If the Premise is damaged substantially and Landlord is not able to repair within 14 days, Tenants or Landlord may terminate in writing with 14-day notice.

NOTE: If damage was caused by a deliberate or negligent act of Tenants or any guests, visitors, invitees or agents of Tenants, Tenants shall NOT have the option to terminate, and Tenants shall be liable for all damages including lost rent. Tenants are encouraged to obtain Renter's insurance to give them liability protection.

PROPERTY LOSS: All personal property placed in or about Premises shall be the sole risk of Tenants or the parties owning the same. Landlord **shall not** be liable for any loss/damage resulting from fire, theft, leaks or other casualty unless same is due to the negligence of Landlord. Tenants should obtain **Renter's Insurance** or may opt for coverage under parent's homeowners policy.

LIABILITY: Landlord shall NOT be liable for any injury or damage to persons or property from any cause including unknown latent defect or deterioration of Premises, unless damage is adjudicated to be a deliberate or negligent act on their part. Tenants shall notify Landlord within 5 days of discovery of any defect/damage. Tenants shall indemnify and hold harmless Landlord from all liability, claims, damages, losses or legal fees, caused by the negligence or willful acts of Tenants and the guests, agents and visitors of Tenants. Tenants shall be liable for any damage, injury or loss resulting from windows or doors left open/unlocked.

SUBLETTING A ROOM: Tenant shall **NOT** sublet without Landlord's written consent and Tenant satisfying these conditions:

- Provide Landlord and remaining Tenants **written INTENT to sublet**. Such intent does **NOT release** Tenant from Lease.
- Replace themselves** with another qualified Tenant whom **ALL** other Tenants **AND** Landlord **APPROVE** in writing.
- Pay all monies due through date of replacement, including **BOTH** move-out fees (carpet/floor fee and general cleaning fee).
(if a Tenant moves out and a replacement Tenant has not been found, Tenant is **still legally responsible for paying all rent**)
- The replacement Tenant has **APPLIED, SIGNED** a copy of this Lease and **PAID** a Security Deposit.
- Return Premises in a clean condition AND **Pay \$150.00 sublet fee**.

NOTE: If remaining tenants do not make reasonable attempts to meet prospects or to approve a replacement tenant OR the Subletor is evicted for any reason, then the **remaining tenants** are **responsible for the FULL rent** until a replacement is found.

MOVE OUT PROCEDURES:

- Water and Electricity** shall stay on until LAST DAY of the Lease for inspection and to avoid damaging refrigerators!
- Schedule FREE bulk pickup** (441-5813) **by Wednesday noon of MOVE OUT week** for furniture/large items to be removed from curbside Thursday or **Charged** disposal costs. Landlord may dispose of abandoned property the day after termination.
- Premises shall be left undamaged and in its original condition, normal wear and tear excepted.
- Tenants shall remove trash/belongings and perform a **light cleaning** including bathrooms, kitchen cabinets, stove, refrigerator, mop floors, clean yard, **vacuum carpet**, removing items from walls and replacing all non-working light bulbs.
- Landlord will hire professionals to perform a full and final cleaning and Tenants shall **pay Landlord a fee** of \$60 per bedroom for carpet/floor cleaning and \$60 per bedroom for general cleaning and may elect to deduct fees from the Security Deposit.
- Landlord inspects Premises the morning after Lease terminates. If want to be present, **email office Friday before Move-Out**.
- If tenants fail to vacate the Premises when required, Landlord may bring an action for possession and assess fees at \$150/day
- Common Area damage split evenly, unless ALL tenants provide written notice BEFORE Move-Out date.

Initials: _____

DEFAULT, TERMINATION AND ENFORCEMENT: In the event Tenants default in their performance and fail to remedy the default of any of the provisions herein or fail to comply with any rules, regulations of any governmental authority, it is expressly acknowledged and agreed that Landlord shall be entitled to avail itself of any enforcement action or remedies available at law or in equity, including, but not limited to re-entry and possession of the Premises, peaceably or by force, termination of this Lease and removal of any property without liability for damage to such property and without obligation to store the same. Tenants shall be liable for any additional expenses incurred by Landlord, such as attorney's fees.

LEAD BASED PAINT: Attached to this Lease is a fully executed Disclosure and Acknowledgement of Lead-Based Paint or Lead Based Paint Hazards for Premises built before 1978. Tenants acknowledge receipt of Protect Your Family from Lead in Your Home

SEVERABILITY/WAIVER: If any provision is found unenforceable by a court, the remainder of this Lease shall remain in full force. Landlord's failure to insist strict performance of any provisions or to exercise any remedies shall not be construed as a waiver for the future performance of the covenant or a waiver of Landlord' right to insist Tenants' cure of such breach.

ENTIRE AGREEMENT: This Lease and any counterparts or addendum constitute the entire agreement including the RULES and Regulations and shall only be amended in writing between Landlord and Tenants. **Oral statements are not binding**. This Lease shall be subject to the Virginia Residential Landlord Tenant Act (VRLTA)

NOTICES to Tenants shall be deemed given, when posted on the front door of the Premises or when sent US Mail via first class or certified mail and addressed to Tenants at the Premises. **Email notices may be used for inspections, late rent or showings.**

NOTICES to Landlord shall be deemed given when: deposited in the US Mail via certified mail, hand delivered to Landlord, emailed to Landlord or faxed to Landlord with proof of transmission, using the information provided by Landlord.

Polizos Properties LLC, as Landlord under this Lease, rents the Premises to Tenants by virtue of a management agreement with the title owner ("Owner") of the Premises.

This is a legally binding contract and is enforceable against any parties who sign below as Tenants. If any of the provisions or terms are unclear, seek legal advice before signing.



Polizos Properties LLC (ODUrent.com)

TENANTS:

X _____
Tenant Date

RULES AND REGULATIONS:

1. **Locks:** Tenants shall **NOT** add or change locks on any exterior doors. You may change your bedroom lock for privacy.
2. **Keys:** Entry Doors have **automatic door locks!** **Keep keys with you at all times!**
If you change your bedroom door lock, you **MUST provide copy of key to Landlord.**
Lock Out Policy: 8AM-5PM, M-F Free; after hours \$30. No bedroom doors after 11 PM.
3. **Signs:** Tenants shall not display or attach any type of signs or markings on the Premises exterior or windows.
4. **Satellite/aerials:** shall not be mounted on the roof or exterior. Ask service provider to use a pole.
5. **Cable:** You may have a cable provider add additional wiring and drill into walls by showing them this document.
6. **Walls/Ceilings:** No screws or stickers on walls, except picture hooks, push pins or shade brackets
Do NOT hang anything from duct work, sprinklers, pipes, fans or other fixtures on ceilings. **\$30 fine if found.**
7. **Parking:** Do **NOT** park on lawns or block sidewalks. Non-operative vehicles are not permitted. The Mill, 855, 1015, 1017, 1305 Melrose, 1336 Melrose, 2800 Colonial, 2810 Colonial, 3910 Bowdens, 4032 Bluestone, 5004 Colley, Titus, The Delaware are decal controlled. Cars without decals will be towed at owner's risk. Resident controlled decal parking. Please call towing company at 757-543-2372.
8. **Patios/decks:** Must be kept clean. Use outdoor furniture only. Entrances, halls, sidewalks and driveways shall be kept free from obstruction. If we remove, Tenants will be charged.
9. **Grills** must be kept 10 ft from Premises. Tenants **may NOT** heat Premises by other means or use fireplace. **NO gas grills!**
10. **Dangerous Materials:** Hazardous, Combustible or flammable goods or materials **shall NOT** be stored on the Premises.
11. **Yards:** Landlord will maintain lawn, but Tenants shall keep Premises and **yards free of debris and trash.**
12. **Trash:** **cans MUST be pulled back on trash day and hidden on the side of house or under staircases.**
There is a \$50 minimum charge if Landlord cleans up any trash 48 hours after a written notice is sent to Tenants.
13. **INSECTS/PESTS:** Tenants shall **remove trash routinely** AND keep Premises **clean and sanitary** and free from insects/pests. If Tenants fail to maintain a pest free environment, Tenants are responsible for charges incurred to remove pests.
14. **Guests:** Tenants shall be liable for the conduct of guests and any persons permitted by Tenants on Premises
15. **Noise:** Tenants shall keep any noise at levels that does not disturb neighbors especially after 10PM per city code.
16. **Drugs:** Use, possession or distribution of illegal drugs, including suspicion of such action, is cause for default of Lease.
17. **AC/heating filters** should be changed monthly. Keep thermostat between 65 and 75 degree Fahrenheit.
18. **Dryer filter:** Empty lint filter (in dryer door or on top) after each load to insure faster drying and to avoid a FIRE hazard.
NOTE: Units with water bucket, Tenants **MUST** empty lint and refill water monthly.
19. **Plumbing:** Commodes and sinks shall not be used for purposes other than designated and no improper articles shall be thrown therein including harmful drain cleaners. Tenants shall acquire plungers to handle routine clogs.
20. **Water leaks:** tighten clockwise the valve beneath toilets/sinks. Use towels to absorb water until maintenance arrives.
21. **Cold Weather:** Tenants shall keep sufficient heat on and drip faucets when < 32degF to prevent pipes from freezing
22. **Moisture, Mold or Mildew:** Tenants shall use reasonable efforts to maintain Premises to prevent excess moisture and mold growth, including but not limited to keeping temperatures at normal levels and using bathroom exhaust fans and to notify Landlord in writing promptly of any evidence of moisture or mold. Tenant's failure to use reasonable efforts or failure to promptly notify Landlord shall result in Tenants releasing Landlord and Landlord's agents from all claims or liability for any and all loss, damage, suits, costs or injury to Tenants or guests, visitors and agents of Tenants.
23. **Emergency Repairs:** Do **NOT** call maintenance after hours, **UNLESS** it is a **true emergency repair** such as property damaging water leaks, loss of heat/ac in severe weather, frozen pipes, sewer backups, no refrigeration, any fire, broken locks/windows that compromise security, any incident involving emergency vehicles.
24. **Circuit breaker box** can be RESET if lights go out in a room due to overload, find labeled switch for that room that tripped and move into "off" position and then back to "on". If it continues to trip, contact maintenance.
25. **Fire Stop** (cans of fire suppressing powder) have been installed under your range hood to reduce any cooking related fire hazards. In case of extreme heat, they deploy a powder. **Do NOT tamper** with them or you will be charged \$100 fine.
26. **Snow/Ice:** Tenants in Houses/Duplexes responsible for own snow/ice removal. Properties with 4 or more units exempt.
27. **Changes or additions** to rules & regulations can be made as Landlord shall in its judgment, determine to be necessary for the care & cleanliness of the Premises, the preservation of good order or the benefit of Tenants.
28. **Flooring:** **Tenants are responsible** for the care and maintenance of flooring within the premises, including hardwood floors, and Tenants will be charged for any damage sustained to the flooring during the Term of the Lease.

Initials: _____

