

## RESIDENTIAL LEASE for **ODUrent**

THIS LEASE made on \_\_\_\_\_, 2022, between **Polizos Properties LLC** (hereinafter called "Landlord") and the following Tenants: \_\_\_\_\_ jointly and severally (hereinafter "Tenants"), have agreed:

**PREMISES:** \_\_\_\_\_, Norfolk, VA **Features:** \_\_\_\_\_

**TERM:** Start Date: \_\_\_\_\_, 2022 End Date: \_\_\_\_\_, 2023

**PRORATE:** 1<sup>st</sup> 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 1<sup>st</sup>, Late on 2<sup>nd</sup>! 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 (additional fee)

If any reversed payments online, the option is removed and only a verified cashier's check or money order will be accepted.

**RENEWAL:** Lease **DOES NOT** automatically renew! Deadline to request renewal and sign new lease: **February 23rd, 2022**

**SECURITY DEPOSIT:** \$ \_\_\_\_\_ .00 Initials: \_\_\_\_\_

**UTILITIES:** Tenants pay for Power, Water and Gas (if provided), and shall call **BEFORE Lease Start Date** to turn on and keep on from the 1<sup>st</sup> day UNTIL the last day of the Lease Term. Tenants expressly acknowledge that **ALL UTILITIES must always remain on, 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, 636, 772, 792, 835/841/847 46th, 846, 855, 1017, 1305 Mel., 1311 (2bed), 1315, 1336 #3, 3910, 4719, 1420, 824/826 51<sup>st</sup>. Titus, Delaware (1bed), - **\$40 Water Tenant/Month to Landlord**

**NOTE:** Delaware (2bed), 1311 (1bed), 4707 Killam, 4805-4811 Killam, 4617 Colley - **\$50/Bed/Month water fee to Landlord**

**NOTE:** 792, 846-47, 636, 1315 **\$20 Gas Tenant/Month; 792 \$40 Electric Tenant/Month**

**FAILURE TO PAY:** If Tenant fails to pay Rent by the 1st of the month, the above late fee and collection fee will be added to their account. A notice will be sent stating Tenant have five (5) days to pay the entire balance or Landlord may terminate Lease and file an unlawful detainer with the court. **Tenants will be charged all additional court fees incurred.** 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 onto this 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 the balance, and Tenants shall be liable for any remainder. **NOTE:** Tenants may **NOT apply the deposit** to any of the rent, charges, or balances..

**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 a "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, **within 5-days of discovery, through their online account to the Landlord for repairs, damages or hazards and call in all emergencies (675-7200).** Failure to do so will result in Tenant being held responsible for further damage/repairs sustained to the Premises or persons. Maintenance will **enter Premises, even if the tenant is not home.**

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. Landlord shall charge, and Tenant shall pay, any damages caused by negligence or misuse by Tenant or guests.

**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. Tenant's failure to use reasonable efforts or failure to promptly notify Landlord within 5-days of discovery 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.

**PETS:** Pets are permitted **ONLY** with the Landlord's approval. A pet application must be completed prior to the pet being on the Premises, as well as other additional requirements. Tenants will be liable for cleaning/exterminating costs and a \$100 fine for each occurrence of an unauthorized pet. **NOTE: NO PETS ALLOWED AT THE MILL.**

**RIGHT OF ACCESS:** Upon 24-hour 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, Tenants are violating state law and Landlord may obtain injunctive relief to access premises and evict Tenants.

**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 **Tenant's responsibility to test monthly and replace batteries and report malfunctions immediately** 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** under the range hood on select properties, 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.

**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 the same is due to the negligence of the Landlord. **Renter's Insurance is REQUIRED** or may opt for coverage under parent/guardian 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 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, including the failure to report repair/damages within 5-days of discovery. Tenants shall be liable for any damage, injury or loss resulting from windows or doors left open/unlocked.

**EARLY RELEASE FROM LEASE: An individual Tenant cannot prematurely terminate, sublet, or assign any part of this Lease without satisfying all required conditions:**

- a. Provide Landlord and all other Tenants with written notice of their intent to vacate the Premises. The Tenant's date of release from this Lease shall be 60-days from the next rental payment due date;
- b. Pay monthly Rent up to the release date;
- c. Pay an early release fee equal to one month's worth of Rent (fee is in addition to monthly rent due); and
- d. Pay the move-out fees outlined below and any damages incurred (your deposit can be applied to cover),

If a suitable replacement is not found and approved by the remaining tenants within the 60-day notice period, remaining Tenants will be responsible for the ENTIRE Rent following the notice period until a replacement is found. In the event a replacement is found and approved prior to the release date, the vacating Tenant's Rent will be prorated. **Time is of the essence for vacating and remaining Tenants to work together to fill vacancies with a replacement tenant.** Replacement tenants must be financially approved by ODUrent, as well as SIGN a copy of this Lease and Pay their Security Deposit. Nothing in this section releases the remaining Tenants from this Lease nor shall this Lease terminate due to an individual Tenant being released under this section.

**EARLY RELEASE BY MILITARY PERSONNEL:** Tenants who qualify for early release under **subsection A of Sec. 55.1-1235 of the V.R.L.T.A** shall do so by serving on the Landlord written notice of release. The effective date of such release shall not be less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders. Prior to the termination date, the tenant shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer. Nothing in this section releases the remaining Tenants from this Lease nor shall this Lease terminate due to an individual Tenant being released under this section.

Initials: \_\_\_\_\_

**MOVE OUT PROCEDURES:**

- a. **ALL Utilities** shall stay on **until LAST DAY** of the Lease for inspection and to avoid damage!
- b. **Schedule FREE bulk pickup (441-5813)** by noon Wednesday of MOVE OUT week for furniture/large items to be removed from curbside Thursday or **Tenants will incur disposal costs. Landlord may dispose of abandoned property the day after termination.**
- c. Premises shall be left undamaged and in its original condition, normal wear and tear excepted.
- d. 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.
- e. Landlord will hire professionals to perform a full and final cleaning and Tenants **shall pay Landlord a fee of \$75 per bedroom for carpet/floor cleaning and \$75 per bedroom for general cleaning** and may elect to deduct fees from the Security Deposit. Landlord will equally divide the total fees between all Tenants.
- f. Landlord inspects Premises the morning after Lease terminates. If you want to be present, **email the office Friday before Move-Out.**
- g. If Tenants **fail to vacate the Premises when required**, Landlord may bring an action for possession and **assess fees at \$150/day.**
- h. Common Area damage **SPLIT EVENLY**, unless **ALL Tenants provide written notice BEFORE Move-Out date.**

**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 on 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 written and posted on the front door of the Premises or when sent via US Mail and addressed to Tenants or **electronically mailed to Tenants using the electronic mail address given by Tenants on their application.** **NOTICES to Landlord** shall be deemed given when written and 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.**



**TENANTS:**

X _____ Tenant	_____ Date	X _____ Tenant	_____ Date
X _____ Tenant	_____ Date	X _____ Tenant	_____ Date
X _____ Tenant	_____ Date	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!** **Always keep keys with you!** Door Code Change Charge \$10  
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 \$40. 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, 3910 Bowdens, 4032 Bluestone, 4707/4805-4811 Killam, 5004, 809-8013 Harrington, Titus, The Delaware, 4617 NOCO 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. **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.
23. **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.
24. **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.**
25. **Snow/Ice:** Tenants in Houses/Duplexes responsible for own snow/ice removal. Properties with 4 or more units exempt.
26. **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.
27. **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.
28. **No Weapons or Firearms:** Tenant shall not possess or bring onto the Premises any weapons or firearms. If Landlord has suspicion, then Landlord may search Premises. Any weapons or firearms reported or found shall result in immediate eviction.

Initials: \_\_\_\_\_