



**THIS DEED OF LEASE** made on \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as Tenant, \_\_\_\_\_ hereinafter referred to as Co-Signer, and Castle Property LLC, hereinafter referred to as Landlord, Castle Property, and CP. This lease includes all the terms of the "2021-2022 Lease Terms".

**Individual Bedroom Assignments:** Each Tenant has a separate financial account with Castle Property LLC (CP). Tenant is responsible for the individual monthly payment listed below and is not responsible for rental payments of other Tenants at the property. This lease specifies individual bedrooms for the purposes of room assignment and the monthly rental payment for each Tenant. Tenant has chosen the specified bedroom and has the full rights of use of this room and the full responsibility for any damages associated with the bedroom.

**Group Lease:** All areas inside and outside the property not individually assigned as bedrooms are collectively termed as common-area. All Tenants leasing bedrooms at the property address are jointly and severally liable for all common-areas. Since all Tenants are jointly and severally responsible for the entire common-area, it is not the responsibility of the Landlord to determine which individual Tenant or Guest caused damages in the common-area.

Castle Property LLC leases this property from the Property Owners with the ability to sublease to Individual Tenants. For the purposes of this lease Castle Property LLC is the only Landlord and the Property Owner is not a party to this lease.

**WITNESSETH**

Landlord hereby leases, and Tenant rents from Landlord, upon the terms and conditions herein set forth.

**Property Address:** \_\_\_\_\_ **Room #:** \_\_\_\_ plus an undivided portion of the common-area.

**Lease-Term:** 2:00 PM \_\_\_\_\_ - 11:00 AM \_\_\_\_\_ ( \_\_\_\_\_ days) **Total rent for lease-term:** \_\_\_\_\_

**Change-Over-Term:** 11:00 AM \_\_\_\_\_ - 2:00 PM \_\_\_\_\_ ( \_\_\_\_\_ days) **Total rent for Change-over-term:** \$0.00

Tenant is permitted to continue occupancy during the Change-Over-Term providing the Tenant renews the lease for their room for the next lease year. If Tenant is not renewing for the following term, Tenant must vacate their bedroom and remove all personal items from their room and the common areas at the end of the Lease-Term to allow Castle Property to prepare the unit for the next Tenants.

**Rent Payments for the Lease-Term:** (Rent payments are due on the first of each month regardless of the lease start date.)

**Total lease term rent of** \_\_\_\_\_ is paid as \_\_\_\_\_ equal installments of \$ \_\_\_\_\_ on the first of each month.

First payment due: \_\_\_\_\_ Last payment due: \_\_\_\_\_

Rent payments are due monthly and in advance on the 1<sup>st</sup> day of the month as listed above. Castle Property will treat any payment that arrives at the office on or before 5:00PM EST on the 5<sup>th</sup> as on time. Time of receipt of payments is of the essence for this lease agreement. CP will **not** consider postmarks or holidays in determining receipt of any items. Rent shall be paid to Castle Property LLC, 206 South Avenue, Harrisonburg, VA 22801. Acceptable forms of payment are personal check, on-line banking check, money order, or cashier's check and must include Tenant Name and Rental Address. " \_\_\_\_\_ ". **CASH IS NOT ACCEPTED.**

The large blue drop box in front of the office at 206 South Avenue is available 24 hours a day and is considered equivalent to mail delivery or personal delivery to the office. Money orders are available at nearby pharmacies, 24-hour convenience stores, or 24-hour Wal-Mart. Holidays, weather, weekends, or office closures do not relieve Tenant of the responsibility of on-time rent payment.

**What is included with the rent payment?**

- 1: Exclusive use of the assigned bedroom and shared use of the common-area. (See § 45 Prohibited Access)
- 2: Use of all included appliances.

**What is not included in the rent payment and is an additional cost?**

- 1: Utilities are not included in the rent payment and are billed monthly. (Page 3. Utilities)
- 2: Housekeeping and cleaning during the lease-term is the responsibility of the Tenant. (See § 24 Inside Cleaning)
- 3: Pre-paid end of lease Change-Over cleaning fee of \$225 is paid with first rent payment. (Page 2. Change-Over Fee)
- 4: The property is unfurnished. It is the responsibility of the Tenants to supply any furniture.
- 5: Renter's Insurance is not included in the rent. (See § 19 Renters Insurance)
- 6: Internet and Cable TV is an optional utility. HM will make arrangements for any services.

**Internet / Cable / Yard Maintenance / Trash Service / Snow removal:** These vary by property. See specifics for this property below.

- 1: Grass Cutting / Yard Maintenance: \_\_\_\_\_ (See § 31 Yard Maintenance)
- 2: Trash Collection or Dumpster fee: \_\_\_\_\_ (See § 33 Outside Trash)
- 3: Snow Removal: \_\_\_\_\_ (See § 35 Snow Removal)

Tenant Name: \_\_\_\_\_ Address: \_\_\_\_\_ Room: \_\_\_\_\_ Term: 2021-2022

**The Full Security Deposit** is \$ \_\_\_\_\_, which is held by CP until \_\_\_\_\_. See § 5 of Lease Terms. The balance of \$ \_\_\_\_\_ (includes a payment or transfer of \$ \_\_\_\_\_) can be paid as described below.

**Payment Options and Late Fee:** Tenant may make one payment of the full balance of \$ \_\_\_\_\_ that is due by \_\_\_\_\_ OR make two payments of \$ \_\_\_\_\_ that are due on \_\_\_\_\_ and \_\_\_\_\_. If any deposit payment is missed, CP will e-mail a reminder to the Tenant and Co-Signer. Tenant will be given an additional five days to make payment without any late fees. If the payment is not received within the 5 day extension, Tenant agrees to pay a late fee of \$25.00.

**Change-Over Preparation Fee:** \$225.00 is added to the first month's rent. (\_\_\_\_\_). This is a pre-paid cleaning fee that is used at the end of this lease. If the Tenant is **renewing and staying in the same room**, the fee will be transferred to the next year's lease and is not paid again. (See § 63 and § 69 of Lease Terms)

**Invoices:** Non-Utility invoices are sent by e-mail and are due within 15 calendar days. Invoices not paid within 15 days are counted as an unpaid balance. See Late Payment Fee and Finance Fee paragraphs below to determine late fees.

**Payment Crediting:** Payments will first be applied to past due balances and late fees and then to current rent due without regard to any notations made on or with a payment. Failure to make timely payments of past due invoices will cause rent to be considered unpaid if a balance remains on the 5<sup>th</sup> of the month. Balances will accrue the Late Payment Fee below.

**\*\*\* NOTE LATE FEES HAVE CHANGED in accordance with VRLTA late fees - Updated 1 July 2020. \*\*\***

**Late Payment Fee:** The monthly late fee is billed based outstanding balance. The late fee is the lesser of 10% of the monthly rent (\$ \_\_\_\_\_) or 10% of the outstanding balance with no daily late fees.

**Returned Check Fee:** \$39.00 per check. This fee applies for NSF (non-sufficient funds) or any other reason a check is not honored by the payer's bank. Late rent fees apply as if no rental payment was attempted. If requested, CP will furnish a letter summarizing the CP returned check fees and late fees that resulted from their bank's rejection. Any crediting of fees for bank mistakes will be handled directly between the Tenant, Co-Signer, and their bank.

**Credit / Debit Card Fee:** An additional fee is added to Credit / Debit Card payment to offset the fees charged by card issuers. When a card is present and can be swiped, the fee is 4.0%. When the card is called in or not preset to be swiped, the fee is 6.0%. Minimum fee is \$3.00. There are no fees for check, bank checks or money order payments.

**Sublet or Assignment Fee:** \$50.00. See § 7 of Lease Terms.

**Lease Cancellation or Early Termination Fee:** \$195.00. See § 8 & 9 of Lease Terms.

**Maximum number of Tenants:** 1 See § 52 of Lease Terms.

**Maximum Party Size:** \_\_\_\_\_ Includes Tenants and guests inside or on the property. See § 53 of Lease Terms.

**Cost of Materials and Labor explained in full detail in § 50 & 51 of the Lease Terms.**

**Labor Rate for Repairs and Cleaning:** This rate is for the restoration of the property from Tenant damages or violations of the terms of the lease: \$75.00 per man hour with a one hour minimum plus as \$10 truck charge per job. See § 50 of Lease Terms.

**Labor Rate for Repairing Undisclosed Tenant Damages:** At the time damage occurs to the property, Tenant or House Manager must disclose any damages at the property. The preferred method of reporting is e-mail so that Tenant will also have a record of this report. If e-mail is not available, disclosure may be made by calling the office and leaving a message. To discourage undisclosed damages, undisclosed damages are billed at a penalty rate of 1.5 times the labor rate or \$112.50 per man hour with a one hour minimum plus as \$10 truck charge per job.

**Labor Rate for Repairing Unauthorized Tenant Repairs:** Tenants are not permitted to paint, repair drywall, or make any physical repairs or changes to the property without the written permission from Castle Property. Any unauthorized work will be removed by CP, repaired by CP, and billed at a penalty rate of **twice** the labor rate or \$150.00 per man hour per man hour with a one hour minimum plus as \$10 truck charge per job.

**Labor Rate for Clerical Work:** This rate is used for any office work required to re-write or change leases after the original lease is written. The rate is \$48.00 per hour plus materials and postage, with a quarter hour minimum.

**Regular Trash Pick-up:** \_\_\_\_\_ **Number of bag/cans per week:** \_\_\_\_\_ **Bulk Trash Pick-up:** \_\_\_\_\_

All trash must be stored in trash cans with a lid or secured inside a bag within a trash can. Trash cans must be placed for collection at the street/alley the night before pick-up and returned to the trash can storage area the day they are emptied. See § 61

**Smoking:** We do not permit smoking of any type inside the properties. See § 16 and § 63 for smoking related lease clauses.

Tenant (\_\_\_\_\_): \_\_\_\_\_ Co-Signer (\_\_\_\_\_): \_\_\_\_\_ Page 2 Landlord (Castle Property LLC): \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Address: \_\_\_\_\_ Room: \_\_\_\_ Term: 2021-2022

**Allowable Pets:** \_\_\_\_\_ - Pet Application and deposit required prior to pet arrival in addition to monthly pet rent. To avoid fines to all Tenants in the group, **NO ANIMALS** should be permitted inside the property prior to registration as a Temporary Pet or a Permanent Pet. See § 14 of Lease Terms.

**The group has chosen** \_\_\_\_\_ to be its House Manager (HM) and representative. § 1 of the Lease Terms.

House Manager information: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**By selecting the House Manager named above, Tenant and Co-Signer agree to:**

- 1: Allow the House Manager (HM) to set the move-in, move-out, and all inspections for the property.
- 2: Contact the HM directly for all non-emergency service work, maintenance, or repair requests at the property.
- 3: Allow the HM to determine how all common area utility bills, repairs, damages, fines, or cleaning charges should be divided.
- 4: Repay the HM in a timely manner for their portion of any common area charges paid directly by the HM for the group.
- 5: Allow the House Manager to object to a replacement Tenant seeking to occupy any individual bedroom in the property either by sublease or by signing a replacement lease. A majority vote of the remaining Tenants can overrule the HM objection.

The House Manager and their Co-Signer will sign a House Manger Agreement in which the additional duties of the HM are outlined. The House Manager will receive a monthly credit of \$ 0.00 as compensation for the additional duties. A copy of this agreement will be furnished to all Tenants and Co-signers. If changes are made to this agreement, updated copies will be distributed to all parties.

In the event of an emergency or for any issues relating to a Tenant’s account with Castle Property, Tenant or Co-Signer should contact Castle Property directly. Tenant or Co-Signer may also contact Castle Property directly if there are complaints about the way a HM is performing the tasks outlined in the lease. Castle Property will investigate complaints and, if needed, replace the HM as described in § 1 of the lease terms

**UTILITIES:** All Tenants are responsible for the payment of utilities throughout the entire term of the lease, regardless of their individual occupancy. However, after a Tenant completes an Early Lease Termination (§ 9) or is evicted (§ 64) they are no longer considered a Tenant with a lease and not counted when dividing utilities.

In order to guarantee continuous utility service and to avoid any connection and disconnection fees, Castle Property maintains continuous utility service at each property and bills the actual cost back to the Tenants. By keeping the utilities in the name of Castle Property, Tenants can also avoid paying UDAP fees to JMU or utility deposits to each utility company.

The House Manager will decide for the group if their utilities are billed INDIVIDUALLY or TO HOUSE MANAGER.

**INDIVIDUALLY BILLED UTILITIES:** With this option, CP divides each set of monthly utility bills by the number of Tenant leases (not based on physical occupancy) and bills each Tenant one share of the utilities. Castle Property adds a \$5.00 split billing fee to each Tenant’s monthly invoice to cover the cost of this service.

**UTILITIES BILLED TO HOUSE MANAGER:** With this option, Castle Property sends a monthly combined invoice of all current utility bills. The invoice is e-mailed to both the HM and their CS around the 20<sup>th</sup> of each month. It is the sole responsibility of the House Manger and their Co-signer to make full payment of the utility bills without regard to receiving payment from the individual Tenants. Utility bills have the same grace period as rent and payment must be received no later than 5:00PM on the 5<sup>th</sup> of the following month. By choosing this option, the split billing fee will not be added to the utilities. If the HM account is delinquent for more than 30 days, CP has the option to rebill any unpaid utilities individually and bill the remaining utilities individually.

<b>UTILITY TYPE</b>	<b>PROVIDED BY</b>	<b>UTILITY INFORMATION</b>
Water/Sewer/Trash:	City of Harrisonburg	_____
Electric Service:	Harrisonburg Electric	_____
Gas / Oil:	Columbia Gas – Local Oil Provider	_____
Cable/Internet/Telephone:	Comcast / Xfinity / Verizon	Tenant paid optional utility.

**Split Billing Fee:** In the House Manager Agreement, the HM selects the default for how all common area charges are billed, either entirely to the House Manager or split evenly among all Tenants. The HM is also able to specify prior to billing that a particular invoice be billed differently than the default. These items may be damage repairs, cleaning, or fines for lease violations. For invoices split among multiple Tenants, CP adds a split billing fee of \$5.00 per invoice.

For invoices to the HM, it is the responsibility of the HM to collect directly from the Tenants or Co-Signers and make one payment to Castle Property by the due date. Single invoices of the entire amount to any one Tenant have no split billing fees.

Tenant Name: \_\_\_\_\_ Address: \_\_\_\_\_ Room: \_\_\_\_\_ Term: 2021-2022

**Keys and Locks:** Exterior entrance doors have deadbolt locks that are changed with each Tenant group change. Most bedroom doors have individually keyed knobs. One set of keys is provided to each Tenant without charge for use during the term. Additional or replacement keys are available for \$10 each at our office. Locks may not be added or changed by the Tenant without written permission given by CP. Keys must be returned to our office or left inside the property prior to the move-out appointment to receive full credit. Keys received within 48 hours of the move-out will receive half credit and after 48 hours none.(See § 30)

**Lockout Service:** Additional or replacement keys may be purchased during office hours at \$10 each. Keys cannot be loaned. CP can send a maintenance person to open a locked door at the property for a cost of one hour labor \$75 during (M – F 9:00 – 5:00PM) and two hours \$150 any other time. Tenant may also contact a locksmith to open the door and would be responsible for the cost for this service. Any damages to the door or lock are the responsibility of the Tenant. (See § 30)

**Contact Information:** Legal notice will be sent to Tenant and Co-Signer by e-mail. Tenants agree to check their e-mail on a regular basis and to furnish CP with any e-mail address changes. If a secondary e-mail is furnished, CP agrees to send notices to all addresses. If either Tenant or Co-Signer is unable to access e-mail, it is the responsibility of the other to furnish a copy of all items sent.

Place a single line through any incorrect information and update or add information in the spaces provided below.

	<u>TENANT INFORMATION</u>	<u>CO-SIGNER INFORMATION</u>
Name:	_____	_____
Permanent Address:	_____	_____
City, State Zip:	_____	_____
Preferred Phone:	_____	_____
Secondary Phone	_____	_____
Primary e-mail:	_____	_____
Secondary e-mail:	_____	_____
Corrections/ Additional Info:	_____	_____
Corrections/ Additional Info:	_____	_____

**LEASE CANCELLATION PERIOD:** Tenant or Co-Signer has 5 days from lease signing to cancel this lease, (on or before \_\_\_\_\_). The cost of cancellation during this period is \$100.00, with no further obligation to the lease. Cancellation must be in writing, with e-mail being an acceptable delivery. Cancellation is not completed without a written cancellation confirmation from CP. After the 5 day cancellation period, Tenant must follow the Lease Cancellation section of the Lease Terms. (§ 8)

**COMPLETION OF ALL LEASES FOR THE PROPERTY:** This is one of several leases for the property listed above. CP reserves the right to cancel all leases in the event the group is unable to fill the property and complete all leases as specified below. If it is necessary to cancel all the leases, all Tenants agree to each forfeit their \$100.00 paid toward the Security Deposit as a cancellation penalty. In this event, CP agrees to refund all remaining Security Deposits paid and terminate the rights and responsibilities of all the Tenants.

**LEASE COMPLETION DEADLINES:**

Castle Property will transmit within 24 hours of Tenant lease signing, an electronic copy of the lease to both the Tenant and the Co-Signer. Co-Signer agrees to print, review and contact our office if there are any questions. To completed the lease, Co-Signer will sign the lease and return an electronic copy of the signed lease to our office during the 5 day signing period (on or before \_\_\_\_\_).

Tenant and Co-Signer also agree to return a hard copy of the signed lease plus at least half of the remaining security deposit within 10 days of lease signing (on or before \_\_\_\_\_). Any remaining security deposit is due 40 days from lease signing (on or before \_\_\_\_\_).

THIS LEASE, including the Castle Property LLC 2021-2022 Lease Terms, is the entire agreement between parties and no modification or addition to it shall be binding unless added by addendum and signed by the parties hereto. Wherever the context so requires, the singular number includes the plural, the plural the singular, and use of gender includes all genders.

**Tenant:** I understand and agree to the Deed of Lease and Lease Terms.

(\_\_\_\_\_) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Co-Signer:** I understand and agree to the Deed of Lease and Lease Terms.

(\_\_\_\_\_) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Landlord:** Landlord understands and agrees to the Deed of Lease and Lease Terms.

[ ] C. Glenn Loucks [ ] \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# 2021-2022 Lease Terms

Castle Property LLC

206 South Avenue, Harrisonburg, VA 22801 (540) 564 - 2659

e-mail: [office@castleproperty.com](mailto:office@castleproperty.com) web site: <http://www.castleproperty.com>



COMMONWEALTH OF VIRGINIA  
COUNTY OF ROCKINGHAM

Castle Property LLC leases property from the Owners and re-leases them to the Tenants. For the purposes of this lease CP, Castle Property and Landlord are equivalent to Castle Property LLC. HM will be used as an abbreviation for House Manager, further described in §1.

Access to Property	§ 37-42	Frozen Pipes – Plumbing	§ 28	Noise Violation	§ 44
Additional Tenants	§ 52	Government Disclosures	§ 58-60	Painting	§ 23,47
Attractive Nuisance	§ 18	House Manager	§ 1	Parking	§ 34
BBQ Grills	§ 16	Inside Property	§ 23-29	Party Size	§ 53
Cable TV	§ 12	Inspections	§ 22,39,54	Payments	§ 2-4
Candles	§ 16	Insurance	§ 19	Pets	§ 14
Change-Over Preparation Fee	§ 63	Internet	§ 12	Property Showings	§ 40
Cleaning	§ 24,33,41	Kegs	§ 43	Prohibited Access Area	§ 45
Court Action	§ 64-68	Keys	§ 30	Prohibited Items	§ 43,65
Damages / Repairs	§ 47-51	Lease Changes	§ 6-10	Renter's Insurance	§ 19
E-mail	§ 11	Lease Renewal	§ 10	Security Deposit	§ 5
Eviction	§ 64	Move - In	§ 22	Smoking	§ 16,63
Fire Safety	§ 15-17	Move - Out	§ 54	Sublease	§ 7
Fraternity / Sorority / Greek	§ 46	Outside Property	§ 31-36	Utilities	Lease Page 3

## § 1. HOUSE MANAGER (HM):

The Tenants select a House Manager to perform the tasks that require one point of contact for the group. The House Manager and their Co-Signer agree by signing the House Manager Agreement to accept additional responsibilities in exchange for monthly compensation. The terms of this agreement and options chosen by the HM are distributed to all Tenants and Co-Signers. A blank copy is also available on the CP web site.

## § 2. HOW PAYMENTS ARE APPLIED:

It is agreed that payments are to be applied first toward outstanding balances including prior deposits, rent, late fees, utilities, fines, repairs, or cleaning charges. The remainder of the payment will be applied toward payment of rent. Rent is considered paid only when any outstanding balance is one hundred dollars or less. Balances of one hundred dollars or less will be financed as specified in the lease.

## § 3. TERMS OF PAYMENT:

All monies are expressed in US Dollars and are payable by personal check, online banking check, cashier's check, or money order. Money orders are available 24 hours a day at various locations including Wal-Marts and convenience stores. Use of the blue drop box in front of the CP office is equivalent to receipt of mailed payments. Payments received at our office after 5:00 PM are considered received the next calendar day. CASH PAYMENTS ARE NOT ACCEPTED.

## § 4. CREDIT AND DEBIT CARDS:

Credit/Debit card payments are accepted at the office with a 4% additional fee when the card is swiped. When the card is phoned in or cannot be swiped there is a 6% fee. Minimum fee is \$3.00.

## § 5. SECURITY DEPOSIT:

The Security Deposit is held throughout the entire term of the lease as security for the faithful performance of Tenant's obligations hereunder. Tenant shall use no part of said security for rent, repairs, or any other obligation due, including last month's rent. Tenant shall pay rent as though no Security Deposit were ever made. If the combination of all billable property damage caused by any Tenant or guest at the property exceeds \$1,000 (one-thousand dollars) during the term of the lease, all Tenants at the property will be required to pay an additional security deposit equal to one-half a month's rent. The total deposit from each Tenant will not exceed two months' rent in accordance of VRLTA. Tenants will have 15 days to pay the additional deposit.

If there is a balance at the end of the lease it will be deducted from the Security Deposit. The cost of cleaning or repairs not covered by the change-over preparation fee (§ 63) for the Tenant's bedroom will be deducted from the deposit. The cost of cleaning or repairs not covered by the change-over preparation fee (§ 63) for the common areas will be deducted from all Tenants' deposits. All deductions shall be fully itemized in writing on the Deposit Refund Summary. Security Deposits for leases longer than 12 months will accrue interest as prescribed by VRLTA. Deposits are held by the owners of the property and may be commingled in accordance with the laws of the Commonwealth of Virginia.

Landlord shall, within forty-five days after the termination of the lease, return the Security Deposit minus deductions. If the Security Deposit is mailed after forty-five days, CP agrees to pay a penalty of 12% (twelve percent APR) beginning on last day of the lease. If Tenant or Co-Signer disputes the refund amount, the disputes must be in writing to CP. Disputes must be specific and must include the original uncashed deposit check. CP will perform a full audit of the move-in and move-out inspections and reissue an adjusted refund and check within 21 calendar days of receipt of any dispute.

## § 6. CHANGES TO THE LEASE:

Changes that require re-writing a lease and re-signing by the Tenant, Landlord, and Co-Signer include: an increase in the rent amount, changes of the Co-Signer, or changes of the room number. Tenant agrees to pay for two hours at the Clerical Labor rate per Tenant requested lease change.

## § 7. SUBLEASING:

Tenant will supply a completed sublease application (located on the CP web site) a sublease fee of \$50.00 prior to subleasing the property. Failure to comply with the sublease procedures will result in a fine of \$100 per day for an unauthorized Tenancy. The unregistered tenant must vacate the property or complete the sublease process within 24 hours to avoid additional daily fees.

Subleasing shall not in any way relieve Tenant from the obligations contained in this lease. Tenant will be responsible for any fees or charges that result from the Sublessor's actions or failure to follow the terms of the lease. Tenant responsibility and obligations only are relieved through LEASE CANCELLATION (§ 8 ) or EARLY LEASE TERMINATION (§ 9 ).

#### § 8. LEASE CANCELLATION:

Landlord agrees to terminate this Lease prior to the expiration of the term providing Tenant's payment of a cancellation fee of \$195.00 plus all reasonable expenses required to secure a qualified replacement Tenant. Tenant remains responsible for the full on-time payments of the monthly rent, fees, and utilities until the replacement Tenant's lease begins. Expenses include advertisement cost and time for property showings.

#### § 9. EARLY LEASE TERMINATION:

Tenant may choose to terminate his lease early by paying the remainder of the Monthly Rental Payments due through the end of the lease term and an Early Lease Termination fee of \$195.00. Landlord will inspect the Tenant's bedroom and common area upon receipt of Tenant's request for early lease termination, payment of the remainder of the rent, the Early Lease Termination fee, and the Tenant's keys. Landlord will return Tenant's Security Deposit minus any damages in excess of the change-over preparation fee. In addition Landlord will deduct the Tenant's portion of damages in the common area. Tenant will be relieved of all future responsibilities to the property, including damages that may occur in the common area. Landlord will make the Tenant's room available for re-rental. All rents collected from the re-rental minus expenses to re-rent the property will be returned to the Tenant and Co-signer.

#### § 10. LEASE RENEWAL:

Due to the JMU housing fair schedule, CP must know its property availability by early September for the following lease term. Tenants in good standing with CP will be given the exclusive option to renew their leases at the next year's terms and rental rates. The application fee for renewing Tenants during the exclusive renewal term will be waived. Failure to meet any of the renewal deadlines below by **5:00PM** terminates the exclusive option to renew.

Groups that **do not** want to renew or pass down their property should contact our office and state they are **not** interested in renewal. We will remove them and their Cosigners from future renewal deadline announcement e-mails.

**August 25<sup>th</sup>:** Lease terms and rents will be posted on the Castle Property Web Site. ([www.castleproperty.com](http://www.castleproperty.com)) Notice also sent to Tenants and Co-Signers.

**Sept 1<sup>st</sup>:** Groups that have any interest in renewal must send an e-mail simply stating they have interest. This statement of interest is not a commitment. The names and e-mail addresses of any possible new Tenants should be included so that they can also receive e-mail reminders.

**Sept 4<sup>th</sup>:** Groups must provide a list of Tenant names, bedroom assignments, and rent amounts. New Tenants must each submit a completed Tenant Application and pay a \$45 application fee plus a \$100 earnest payment. Applications or fees are not needed for renewing Tenants.

**Sept 6<sup>th</sup>:** New Tenant and Co-signer applications are due. The group must schedule a lease signing appointment for a lease signing that will occur no later than Sept 12<sup>th</sup>.

**Sept 12<sup>th</sup>:** All leases must be Tenant signed by Sept 12<sup>th</sup>.

Properties for which groups have not met their deadlines will be made available to other groups on a first-come-first-served basis. Groups, including the renewing group, can pay the \$45 per person hold fee to take the property off the market for 48 hours. This provides more time if needed to meet any particular deadline.

#### § 11. NOTICES SENT BY ELECTRONIC MAIL (E-MAIL):

Landlord, Tenant, and Co-signer all agree that notice by e-mail is equivalent to written mail. Both agree to regularly check their e-mail accounts and to promptly notify all parties of the lease if their e-mail addresses change. If the Co-signer is unable to receive e-mail, it is the responsibility of the Tenant to furnish copies of their e-mails to the Co-Signer in a manner acceptable to the Co-signer.

#### § 12. INTERNET and CABLE TELEVISION:

Tenants have the option to contract their internet and cable TV service through any provider. They may purchase any level of bandwidth and TV services. Tenants may use the existing wiring at the property but must have written permission from CP to allow additional wires to be installed. Tenants are responsible for any damages to the property that this installation may cause. Tenants will pay the provider directly for any installation costs, monthly fees, and equipment charges. If maintenance service by Castle Property is required to maintain or adjust the Tenant purchased services, it will be billed to Tenant at the standard service rate.

#### § 13. INSECTS, PESTS AND EXTERMINATION:

CP is responsible for any needed extermination during the first 30 days of the lease. Tenants should immediately report any evidence of insects or pests to the office in writing. For the remainder of the lease any extermination costs will be the responsibility of the Tenant unless CP determines that the cause was not related to the Tenants sanitation or handling of their trash and garbage. Proper disposal of house trash and garbage is essential to prevent most pest problems and is the sole responsibility of the Tenants. (See § 33: OUTSIDE TRASH)

#### § 14. PETS:

CP considers all non-human mammals to be pets. Reptiles and fish are permitted and do not require registration or pet rent. Birds are not permitted. A list of automatically allowable pets appears on Page Three of the lease. All others animals must be pre-approved.

**Prior** to bringing the pet into the property, decide if the pet will be **TEMPORARY** or **PERMANENT**. All other pets are **UNAUTHORIZED PETS**.

**1. Temporary Pet:** This is a guest's pet or a family pet that enters the property for **any** period of time. Tenant agrees to register the pet by e-mail or phone prior to arrival into the property. Registration should include a brief description of the pet (size, color, type), the arrival date, and the departure date. Landlord will reply with an invoice billing the temporary pet rent at \$5 (five dollars) per calendar day charged to the registering Tenant's account.

**2. Permanent Pet:** Tenant agrees to complete a Pet Application and return it to the Landlord office with a \$100 non-refundable pet leasing fee. The pet leasing fee is transferred to renewal term(s) without charge for the same Tenant and pet. A pet lease must be signed by the Tenant to receive the Permanent Pet monthly rental rate. Prior to completion of a signed pet lease, the pet can be registered as a temporary pet and Tenant agrees to pay the \$5 per day rate.

- a. For Permanent pets, Tenant agrees to pay additional monthly rent of (\$25 cat, \$45 dog, \$35 kitten, \$55 puppy, and \$45 for all other pre-approved animals).
- b. Kitten and puppy are defined as a cat or dog 2 years old or younger at the time the pet application is received. Pet rent is billed at \$5 per day or the permanent pet rent, whichever is less, and is not pro-rated.
- c. Pet rent is paid through the full term of the lease. Tenant may terminate the pet agreement early for the cost of one month's additional pet rent.

**3. Unauthorized Pet:** Any pet, or evidence of a pet seen inside the property, that is not a **Permanent Pet** or **Temporary Pet** is an **Unauthorized Pet**. Each Tenant of the property is billed individually for any Unauthorized Pet at the property. (See § 55)

If an Unauthorized Pet has been in the property, Landlord will clean and de-flea all floors and permanent carpets at the end of the lease at Tenant's expense. This cost is not included in the change-over preparation fee.

#### **§ 15. SMOKE DETECTORS and FIRE EXTINGUISHERS:**

Smoke detectors with 10-year lithium batteries are furnished by Landlord for the safety of the Tenant. The Tenant will be charged a fine of \$50 per occurrence for any smoke alarm that has been damaged, defeated, or removed from the original location. Additionally, Tenant will be charged \$39 for each damaged or missing smoke detector. CP will replace without charge any non-functioning smoke detectors providing the alarm has not been tampered with or physically damaged. Because of the potential danger to the life of the Tenants, CP does not give any free warning for disabled, removed or inoperative smoke alarms. The fine will be waived if Tenant notifies the office about the disabled alarm prior to CP arrival at the property.

Landlord furnishes factory sealed fire extinguisher(s) for the safety of the Tenants. So that a working extinguisher is always accessible in an emergency, it is important that all supplied fire extinguishers are fully functional and are always located in the supplied wall holders. The HM will be charged a fine of \$50 per occurrence for any fire extinguisher that has been discharged, defeated, or removed from the original location. A fire extinguisher is considered discharged if the safety seal is either broken or missing. The HM will be charged \$39 for each fire extinguisher needing replacement. For extinguishers stored in tempered glass enclosures, the replacement cost for broken glass is \$35. Because of the potential danger to the life of the Tenants, CP does not give any free warning for disabled, removed, or inoperative fire extinguishers. The fine will be waived if Tenant notifies the office about the disabled extinguisher prior to CP arrival at the property.

#### **§ 16. PROHIBITED ITEMS OR ACTIONS FOR FIRE SAFETY: (Smoking, Candles, & BBQ Grills)**

For the safety of our Tenants and the protection of the properties we manage, the following three high risk activities are prohibited within this property.

**1: SMOKING:** Smoking is limited to porches, decks and yards and is not permitted inside any portion of the property. Tenants permitting smoking outside the property will provide fire safe containers to contain all cigarette butts at each location Tenants or guests will be smoking. It is the responsibility of the Tenants to keep these containers regularly cleaned and the level of cigarettes at least 1 inch below the top of the container. Tenants will not permit cigarette butts to accumulate in bushes, mulch or the yard where they can cause a fire hazard. Cigarette butts inside the property will be considered evidence of smoking inside. Tenants are given one free written warning. **(See § 55).**

If in the Landlord opinion, the property has a noticeable smoky smell inside, Landlord will have the option to remove the smell at the time it is discovered or wait until the end of the lease to remove the smell. The full cost will be paid by the Tenants to fully remedy this lease violation including the washing walls, ceilings and floors, use of an ozone generating machine and in extreme cases repainting all or part of the property. If landlord is unable to prepare the property during the change-over cleaning period because of this lease violation, Tenant is responsible for any lost rent. If a property has a strong smell or several rooms were smoking occurred, Tenants should consider moving out a week early to allow enough time to fully remove the smell before the new lease begins. These items are NOT costs covered by the change-over fee **(See § 63)**

**2: CANDLES:** Candles may not be burned inside any portion of the property or under any roof, such as a porch or awning. The exception of "birthday cake candles" are permitted and defined as candles that have a burn life of less than 5 minutes. New candles may be used as decorations or to scent a room but the wicks must be removed or remain unburned while in the property. Candles inside the property with burned or blackened wicks will be considered evidence of burning candles inside the property. Tenants are given one free written warning. **(See § 55).**

**3: BBQ GRILLS:** BBQ grills may not be stored under any roof such as a porch or awning and may only be used more than 5 feet away from any roofline or any structure. Hot coals must be allowed to cool before placing inside of a trash container. Tenants are given one free written warning. **(See § 55).**

#### **§ 17. FIRE DAMAGE and FIRE INSURANCE:**

If the said property shall be partially damaged by fire or other cause without the fault or neglect of the Tenant or guest, the damage shall be repaired at Landlord's expense. According to the extent that the property is rendered untenable, the rent shall be suspended until such repairs are complete.

It is the responsibility of the Tenant to find and pay for housing during the repair period. Landlord shall have the option to terminate this lease by written notice to Tenant. The term of the lease shall terminate on the day such notice is given with the balance of the rent due adjusted to the date of such termination. In the event Tenant or guest of Tenant causes the fire, Tenant will be required to pay to Landlord the cost to repair and any lost rent.

Fire insurance is limited to the structure only and does not cover the Tenant's belongings. Tenant will not use fireplaces, kerosene heaters, or wood stoves on the premises. Tenant will not use or keep in the dwelling any flammable, combustible, or explosive materials that could increase the rate of fire insurance or risk of fire on the premises.

#### **§ 18. ATTRACTIVE NUISANCE:**

Tenant will not permit any items such as a trampoline, swimming or wading pool, hot tub, climbing rig or wall, mechanical bull, swing set, bounce house, slides, or other items that could be considered to be an attractive nuisance or increase the likelihood of injury or increase liability at the property. Once verbal or written notice is given to any Tenant by any CP staff, Tenant agrees to immediately stop all use of the item, disable the item from future use by others and remove item completely from the property within 24 hours of notice. If the cited item continues to be used after notice is given or the item remains after 24 hours, Tenant agrees to pay a fine of \$100 per day until the item is removed.

#### **§ 19. RENTER'S INSURANCE:**

Proof of Renter's Insurance is required during the entire term of the lease. The insurance can either be an independent policy or tenant coverage under a parent's home owner's coverage. Proof of insurance must include the Tenant's name, the property address, and dates of coverage. It is the responsibility of the Tenant to notify CP in writing if this coverage is cancelled. Tenant agrees to pay additional rent of \$45 each month that proof of coverage is not furnished to CP. This penalty does not provide any insurance coverage; it only covers the administrative cost to give monthly notice of deficiency and encourages Tenants to purchase actual coverage. Tenant and Co-Signer will receive monthly written notice of deficiency along with the \$45 fine. If proof of coverage is submitted to our office within 7 calendar days of the notice the fine will be refunded for that month.

#### **§ 20. PROPERTY READINESS:**

Tenant, Co-Signer, and Landlord agree that unexpected repairs or excessive damages from previous Tenants may not be complete at lease start. Landlord agrees to make every reasonable effort to have property clean and in good repair prior to occupancy and to complete repairs and improvements within 30 days of the Move-In Inspection. Tenant and Co-Signer agree that rent amounts will be paid in full. Individual room rent will be pro-rated if Tenant's bedroom cannot be inhabited or there are no functional bathrooms or functional kitchen facilities at the property.

#### **§ 21. PROPERTY IMPROVEMENTS:**

CP has a niche market of large older homes, many built prior to 1930s. For most of our Tenants the uniqueness and character of an older home is seen as a feature. We strive to maintain and showcase the older custom features while providing modern plumbing, electrical, and telecommunications.

Our properties are not recommended for Tenants or Co-signers who expect all houses to be perfect, have absolutely plumb walls, floors, and uniform features. Although we are constantly improving the properties, we are limited by time, money, and the original design of the property. The property may not have all new windows, cabinets, carpets, floors, or other items. Tenant and Co-Signer agree that the current condition of the property meets their needs with the exception of inside cleaning, which will be done prior to occupancy. All agreed changes or improvements must be specifically detailed in an addendum to the lease.

**§ 22. MOVE-IN INSPECTION APPOINTMENT:**

Occupancy will be given after completion of the Move-In Inspection. The inspection is scheduled during the first hour of the lease unless postponed by the HM. The HM will receive the keys for any Tenant not at the Move-In Inspection and is responsible for the distribution of keys to the Tenants.

The group, through the HM, may choose to postpone the inspection to a more convenient date or time. The appointment may be changed by the HM free of charge, provided at least 7-day notice is given. This notice period allows time for CP to notify all Tenants and Co-Signers of the change. This also gives time for Tenants and Co-Signers to change vacation days and moving truck reservations. Postponing the move-in appointment does not affect Tenant responsibility for the payment of rent or utilities.

**§ 23. PAINTING OF BEDROOMS:**

Landlord fills nail holes and repairs the properties between leases. To help keep rent cost down, Landlord spot paints repaired areas or as needed. Landlord does not paint each room each year. Fifteen days prior to occupancy, Tenant will have the option of an "Upgraded Room Preparation" which includes the full repainting of the room, trim, and doors. The cost for each room is \$95.00 (ninety-five dollars) and can be added to the first month's rent. This option is only available during the change-over preparation period while the room is completely empty.

**§ 24. INSIDE CLEANING:**

Tenant agrees to keep the property free and clear of trash, garbage, spilled food or beverages, and any other items that will increase the likelihood of sanitation related insects or pests at the property. If the condition of the property is determined by Landlord to be unsatisfactory at any inspection or maintenance visit, Landlord will fully inspect the property and provide an itemized list of deficiencies with photos. The list will be e-mailed to all Tenants. The group will have 72 hours to complete the cleaning. Landlord will return after 72 hours to re-inspect the property. The Landlord will clean any items on the list that were not cleaned by the Tenants. The cost of cleaning materials and the time to clean and inspect the property will be billed to the HM or Tenant.

If the cleaning at the property is found to be unsatisfactory two or more times during the lease, Landlord will schedule monthly cleaning inspections until three satisfactory inspections occur in a row. The time used to inspect and document the cleaning will be paid by the Tenant or House Manager.

**§ 25. CEILING FANS AND LIGHT BULBS:**

Tenants may request through their HM that a ceiling fan be installed in either the Tenant's bedroom or the common area. The tenant will pay \$75 and the landlord will pay the remaining cost of the fan and all labor. If a Tenant determines that an existing fan no longer functions to their satisfaction, CP can install a new fan at the Tenant's partial expense (\$75) or replace with a light fixture at no charge. CP supplies working bulbs in all fixtures at the start of a lease. It is the responsibility of the Tenant to replace any bulbs that burn out during the entire term of the lease.

**§ 26. COVERING UNCARPETED FLOORS:**

Uncarpeted bedroom, living room, or den floors must be covered with carpet that covers at least 75% of the floor space. Tenant will cover the floors within 15 days of the Move-In Inspection. Tenant may choose not to cover the floors by paying an additional rent of \$25 (twenty-five dollars) per month to help cover additional wear and tear. If actual damage exceeds the additional rent amount the difference will be deducted from the Security Deposit.

**§ 27. CINDER BLOCKS AND BRICKS:**

To avoid damage to the floors and walls, Tenant agrees not to store or use cinder blocks, bricks or masonry blocks at any time inside the property. On the first violation, Tenants are given one free written warning and 48 hours to remove all bricks or blocks from the property. (See § 55)

**§ 28. PLUMBING FIXTURES – FROZEN PIPES:**

Tenant shall keep all plumbing fixtures, facilities, and appliances clean and shall unstop and keep clear all toilets, drains, waste pipes, garbage disposals, and hair strainers thereon. Tenant is responsible for loss or damage from freezing of water pipes, radiators, or plumbing fixtures unless cause is beyond Tenant's control. Tenant agrees to keep heat in the entire house at least 50 degrees between October through April (heating season) to avoid freezing. If at any time during the months of October through April, if the furnace or a room heater is turned off, CP will turn the heat on low. CP will document the violation and bill the responsible party \$75 per occurrence. The HM is responsible for all violations in the common areas and the Tenant is responsible if the violation is in a bedroom. Because the cost to repair damage from freezing pipes is so expensive, no free warnings will be given for this violation.

**§ 29. FIXTURES AND APPLIANCES:**

Landlord shall under this lease provide the following fixtures and appliances: stove with range, refrigerator, furnace or radiators, hot water heater, washer, and dryer. Most units also have dishwashers. Landlord will be responsible for all repairs during the first 30 days after the move-in inspection. For the remainder of the lease, the Tenant is responsible for the first \$100 of each appliance repair. Except in an Emergency (safety issue requiring immediate remedy), the HM must contact Landlord for any repairs, otherwise the HM is entirely responsible for the cost of the repair. Any repair determined by CP to be due to the fault or negligence of the Tenant will be the full responsibility of the Tenant regardless of date of the damage.

**§ 30. LOCK, KEYS AND LOCKOUTS:**

The staff will leave doors locked or unlocked based on how they were found upon CP's arrival at the property. The staff has keys to each property, so Tenant does not need to leave doors unlocked to permit access. CP can furnish additional copies of keys to a Tenant or Co-Signer at a rate of \$10 per key if it is picked up at the office. Keys are not loaned. If Tenant requires CP to unlock a door or bring keys to the property, this lockout service is billed at a rate of one hour of service (Monday-Friday 9am-5pm) and two hours of service all other times. Tenant may also call a locksmith at Tenant's expense.

Tenant must have written permission from CP before making any lock changes or additions. If permission is given, the replacement lock must be Kwikset (KW1) compatible and must be keyed to fit the original key provided to the tenant. If CP is unable to enter any portion of the property due to a Tenant lock change, Tenant is responsible for all the time to return to the property when the room is open to inspect, repair or maintain the property.

**§ 31. YARD MAINTENANCE:**

Yard Maintenance includes grass cutting, leaf raking, and removal of any sticks or branches. If e-mail notice is sent at least 24 hours prior to arrival of the grass cutting crew, it is the responsibility of the Tenants to remove all trash, garbage, bottles, lawn toys, or pet waste prior to their arrival. If waste remains, these areas will not be cut and notice of outside trash will be sent and handled as listed in § 33.

**§ 32. OUTSIDE APPEARANCE:**

In accordance with the Harrisonburg City Ordinance, furniture on porches, decks or locations otherwise visible from the street or alley will be limited to waterproof outdoor furniture. Fabric-covered or stuffed couches, sofas, or chairs are not permitted. Tenants will be given one free written warning for a violation of this ordinance. (See § 55) If notice is given by the city for outside appearance (See § 61) we consider this to be (1) notice to the House Manager for each offence and not a separate notice to every Tenant at the property.

**§ 33. OUTSIDE TRASH:**

Tenant agrees to keep the outside of the property free of trash, debris, and pet feces. Tenant agrees to follow the local ordinances for the disposal of garbage and trash. Landlord will furnish the Group with a defined trashcan storage area. It is the responsibility of the HM to purchase or obtain enough exterior trashcans with lids to serve the Group's largest weekly trash output. **All trash and garbage must be stored in trashcans in the storage area** to reduce the likelihood of animals or wind dispersing trash around the neighborhood. Tenants are responsible for moving the trashcans from the storage area to curb for collection the evening before trash day. Tenants are also responsible for returning the empty cans to the storage area by the end of the trash day.

If excessive loose trash and debris are noticed outside the property, Landlord will provide the first free written warning to the Tenants (See § 55). After 24 hours, Landlord will return to verify that the trash or garbage is securely contained inside trash cans and inside the trash can storage area. If loose or uncanned trash remains, Landlord will clean any remaining trash and the HM will be invoiced for the cleanup time and both inspection times. See § 61 for specific costs per Tenant if excessive trash is documented by the City as a violation.

**§ 34. PARKING and AUTOMOBILE MAINTENANCE:**

Parking is limited to driveways and designated parking areas. Tenant will not park and will not allow others to park on the sidewalks or grass. Tenant agrees not to change oil or other fluids at the property or to store used automotive fluids at the property. Tenant agrees that all vehicles on said property will hold current tags, inspections, and registration. Tenants will be given one free written warning for a violation of this lease term. (See § 55)

**§ 35. SNOW REMOVAL:**

During the entire term of the lease, Tenant is responsible for the timely removal of ice and snow in accordance with the City of Harrisonburg regulations. Regulations specify that the sidewalk and a path to the mailbox must be shoveled within 24 hours of the start of snowfall. Tenant is responsible to make arrangements with a contractor, neighbor, or CP to shovel while they are away, especially over the Christmas/New Year's break and Spring Break. If notice is given by the city for failure to follow snow and ice removal laws, CP will charge the regular notice fee (See § 61) to only the House Manager and not to all Tenants.

**§ 36. SIGNS and HAMMOCKS:**

Tenants may not paint or affix signs, Greek letters, advertisements, or notices upon any part of the building, outside or inside that are visible from the street or alley. Hammocks or swings only may be used if attached to a mature tree, frame, or rack and not attached in any way to the building, columns, or fencing. Tenants will be given one free written warning for a violation of this lease term. (See § 55)

**§ 37. ACCESS TO PROPERTY FOR EMERGENCIES:**

Landlord or his agents may enter the premises in case of Emergency without the consent of the Tenant. Landlord will give written notification to Tenant that an emergency entrance was made and the purpose of the emergency entrance within 24 hours of entering the property.

**§ 38. ACCESS TO PROPERTY FOR NORMAL REPAIRS OR IMPROVEMENTS:**

**Repair or Improvement Work:** CP has Normal Repair Time between **8:00 AM and 6:00 PM Monday – Friday**. Tenant agrees to allow full access to the property by CP staff or subcontractors for the purpose of repair during the Normal Repair Times. CP will start work during the Normal Repair Times and may continue through 7:00PM to finish a particular job. Tenants will be given at least 24 hour notice before CP enters the property. CP cannot give a specific service day or time. CP staff will accompany any repair people that need access to the property. Most subcontractors begin work before our Normal Repair Times. Should it be necessary to perform work outside of our Normal Repair Times, Tenants will be given at least 24 hour notice.

**Emergency Work:** Tenant will allow full access to the property to facilitate the quickest resolution of any emergency work.

**Tenant Requested Service:** Except in the case of an emergency, Tenant will request service work through the HM. To reduce response time, no notice will be given for work requested by the HM or Tenants. The HM is responsible for notifying the other Tenants when making a service request.

**§ 39. ACCESS TO PROPERTY FOR PERIODIC INSPECTIONS:**

Landlord will perform approximately 4 – 8 periodic inspections on the property per year. The HM will be given a number of 3-hour scheduling windows and may choose the inspection time that best fits his or her schedule. CP will confirm appointment time with all Tenants with at least 72 hour notice. Landlord may elect to do more frequent inspections if cleaning or undisclosed damages are found to be problems during the lease term. During the periodic inspection Landlord will check plumbing, cleaning, damages, and fire safety equipment and perform heating and cooling inspections and filter changes as needed. The HM must be present at the inspection and prepare the property by removing all items stored under bathroom and kitchen sinks.

**§ 40. ACCESS TO PROPERTY FOR PROPERTY SHOWINGS:**

If Tenants do not renew under the terms of § 10, the property will be made available to other groups. Landlord agrees to give at least 24 hour notice by e-mail to all Tenants prior to showing their property to prospective Tenant Groups. Property Showings continue as needed until the property is re-rented for the following year with the exception of the week of exams. **Property Showing Times are 10:00 AM – 7:00 PM by appointment** and generally take 30 – 45 minutes to complete. CP accompanies all prospective Tenant groups at all showings.

**§ 41. TENANT AGREES TO KEEP PROPERTY PRESENTABLE FOR PROPERTY SHOWINGS:**

Tenant agrees to have their property **presentable** for all showings. A **presentable** property must have working non-colored light bulbs in each socket. The hallways, stairways, and rooms must be clear of debris on the floors. All garbage and trash must be properly contained, dishes cleaned, and the property should be free of offensive odors of smoke or garbage. If the property is not in **presentable** condition for one or more scheduled showings, Landlord may choose to classify the property as **unpresentable**. Tenants in **unpresentable** properties will be given at least 48 hour notice for any showing. Within 24 hours of a showing Landlord will enter the property for inspection. The HM will be billed for any pre-inspection time and time and materials needed to make the property presentable including the removal of trash, cleaning, and the installation of light bulbs.

**§ 42. ACCESS TO SHOW PROPERTY TO NON-TENANTS:**

Tenant agrees to allow Landlord to show the property to Lenders, Insurance Agents, Realtors, Purchasers, Government Officials, or Contractors. If the property is sold, this lease would transfer to the new owners with no changes to the terms except the payment address and contact information. In the event such access is required, at least 24 hour notice will be given to all Tenants, and Landlord will accompany everyone entering the property.

**§ 43. BEVERAGE KEGS OR ACCESSORIES:**

This property does **not** allow beverage kegs or accessories inside or outside the property at any time. Prohibited items are defined as keg shells, keg taps, CO<sup>2</sup> cylinders, and/or refrigerators with taps. Each Tenant agrees to pay a fine of \$25 per prohibited item found inside or outside the property without regard to ownership. The HM will have three days from the date of the e-mail notice to remove these items from the property or will be fined again. Because of the damage caused to properties by spilled beer and excessive drinking at keg parties, we are not able to give free warnings for keg violations.

Empty cups scattered outside the property will be sufficient evidence of a keg violation. CP will enter the property **without notice** to search for kegs or accessories if more than five empty disposable cups are found outside the property.

**§ 44. NOISE ORDINANCE VIOLATION:**

Tenant and guests shall conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment of their premises. This property is located in a residential neighborhood with non-student neighbors. Tenants must be respectful of their neighbors and control noise output especially at night. Tenant agrees to follow all City of Harrisonburg Ordinances, especially related to noise. In accordance with the Harrisonburg Nuisance Ordinance, CP will evict any Tenant who receives three or more Noise Ordinance convictions during the lease term. See § 61 NOTICE OF CITY CODE, LAW, OR ORDINANCE VIOLATION for additional information on how these violations are handled.

**§ 45. PROHIBITED ACCESS FOR ALL ROOFS & UNFINISHED SPACES:**

Tenants and/or guests are prohibited from ever going on any roof for any purpose other than to evacuate the property in the event of an emergency. The HM will receive a fine of \$100 per occurrence plus \$50 per person on any portion of any roof. If Tenant belongings are found on the roof or if Tenant removes any screen or tamper seals on windows, this will be considered evidence of prohibited roof access. The HM will be billed for one occurrence with no additional per-person charges. Because of the risk of death, serious injury, and property damage, no warnings will be given even with the first occurrence. Tenants and/or guests are also prohibited from entering and/or storing items in the crawl spaces, unfinished portions of basements, utility service areas, and/or attic spaces without permanent stairways.

**§ 46. FRATERNITY / SORORITY MEMBERSHIP:**

The City of Harrisonburg prohibits Fraternity/Sorority Houses in the majority of the city. No property currently managed by CP qualifies as a Fraternity/Sorority House under current City Zoning. Because violations in zoning laws can severely impact the future use of the property, CP aggressively works with the City and will immediately begin the eviction process of a Tenant group that is illegally operating a Fraternity/Sorority house. Tenants **are** permitted to be members of a fraternity or sorority. Tenants **are not** permitted to list the property in any F/S publications, advertise F/S functions at the property, or in any way link the property to any F/S event. Tenants are not permitted to install Greek letters or post signs with the F/S name or logos that are visible from any public street. If notice of F/S violations are received from the City, see § 61.

**§ 47. PAINTING, REDECORATING, REPAIRING DRYWALL, ELECTRICAL, PLUMBING, OR MECHANICAL WORK:**

Tenant may **NOT** paint, repair damaged drywall, repair or replace broken doors, or install shelving on any part of the premises. Tenant is not authorized to perform electrical, plumbing, or any mechanical modifications or repairs to the property. CP will remove any unauthorized changes to the property. Tenant shall obtain Landlord's written consent before making alterations, additions, or improvements to the premises. If unauthorized repairs are found, CP will perform an inspection of the entire property to document all unauthorized work. The HM will be charged for materials and for the time to inspect and to return the property to its original condition. The labor rate for repairing unauthorized work is specified on Page 2 of the lease and is at a penalty rate equal to twice the normal labor rate.

**§ 48. PROPERTY DAMAGE / VANDALISM:**

During the Term of the Lease the Tenant is responsible for any property damage caused by Tenant, guests, and/or unwanted visitors including vandalism by unknown persons. Tenant's action or inaction is the typical cause of vandalism and property damage. CP's experience has seen almost all vandalism occur at houses that host open house parties or as part of pranks within the JMU community. Any property damage caused by nature or "Act of God" will be the responsibility of the Landlord unless Tenant's action or negligence contributed to the damage. Castle Property will take over responsibility for the property after the move-out inspection has occurred. An early move-out is further explained in § 56.

**§ 49. NOTICE OF DAMAGES:**

The HM will give immediate notice of any known defect, breakage, malfunction, or damage to the structure, equipment, or fixtures in or on said property to the landlord by e-mail or telephone. This does not obligate Landlord to repair damages that are strictly cosmetic and do not reduce the use of the property. The HM is responsible for any subsequent damage that is a result of non-disclosure to CP. If undisclosed damage is discovered by CP, an inspection of the entire property will be performed to find any additional undisclosed damages. If the HM is not available to send immediate e-mail notice to Castle Property, any Tenant may send an e-mail disclosing the damage. If there is any doubt if notice was given, a Tenant should also sent notice.

**§ 50. LABOR RATE USED FOR BILLING TENANTS:**

Landlord agrees for the entire term of this lease to use the labor rate on Page 2 of the lease. There is a minimum of one labor hour per worker. In addition there is a truck charge of \$10.00 per job for work performed at the property. Labor rate is charged portal to portal and includes travel time, time to obtain materials and tools, site preparation, documentation, cleanup, and the work performed.

At the time damage occurs to the property, Tenant or HM must disclose any damages at the property. The preferred method of reporting is by e-mail so that Tenant will have a record of this report. If e-mail is not available, disclosure may be made by calling the office and leaving a message. To discourage undisclosed damages, undisclosed damages repaired by CP are billed at a penalty rate of time-and-a-half per hour plus the truck charge. Tenants are not permitted to paint, repair drywall, or make any physical repairs or changes to the property without the written permission from Castle Property. Any unauthorized work will be removed by CP, repaired by CP, and billed at a penalty rate of double the labor rate plus the job truck charge.

The House Manager will select in the House Manager Agreement how common area charges should be billed. (See Split Billing Fee page 3 of the lease.)

**§ 51. MATERIALS PURCHASED FOR REPAIRS:**

**Standard-Markup:** The total cost for items purchased for repairs will be marked up by 10% to cover overhead. Copies of receipts are furnished for all marked-up items. With the standard markup, CP also adds the labor cost to purchase and deliver the materials. Standard markup is typically cheaper if the item cost is fairly high. For most other purchases the in-stock price is substantially cheaper.

**In-Stock Repair items:** By default we use as many in-stock repair items as possible to reduce the shopping time and to reduce the total cost of most repairs. The prices of these items include an in-stock markup of 25% which includes the labor for purchase and delivery to our office. Receipts are not provided for in-stock items.

**Tenants may forbid the use In-Stock items:** By notifying CP in writing, the House Manager may choose to forbid the use of in-stock items for the rest of the lease term. After the written request is received, all items will be purchased specifically for each job at the standard markup. Although this typically raises the total cost of a repair due to increased shopping time, some Tenants and Co-Signers prefer to have itemized store receipts instead of paying the in-stock mark-up and not receiving a copy of a purchase receipt.

**§ 52. TENANT OCCUPANCY LIMITS:**

Tenant will use said property as a residence for one human (this includes adults and children) and for no other purpose whatever. Temporary guests are permitted. A temporary guest is defined as a person spending no more than 5 nights at the property in any 30 day period. Guests staying longer must be pre-approved and are subject to a daily guest charge.

**§ 53. PARTY SIZE / MAXIMUM NUMBER OF PEOPLE INSIDE OR OUTSIDE THE PROPERTY:**

Maximum occupancy is the maximum number of Tenants and guests whether inside the property or on the grounds. The house is located in a residential neighborhood and is rented for residential use only. The neighborhood, the plumbing, and the parking are designed for residential use and not for large open-house parties. Although we encourage our Tenants to enjoy their property and entertain responsibly, we closely enforce the maximum. The majority of the damage to the property and disturbances of the neighbors occurs when parties grow beyond the size that the Tenants can control.

Each time the maximum number is exceeded; all Tenants receive a fine without regard to individual involvement. For the first violation during the lease term, all tenants on the lease will be billed \$50 each and subsequent violations all will be billed \$100 each. **City issued mass gathering permits do not increase the maximum number agreed in the lease.**

**§ 54. MOVE-OUT INSPECTION APPOINTMENT:**

Tenant cleaning must be complete, and all items belonging to the Tenant must be removed from the property **prior** to the final inspection. The inspection is automatically scheduled for the last hour of the lease. Tenants should allow plenty of time for the final move-out, removal of items, and cleanup. All items left at the property will be disposed of as trash at Tenant's expense unless a prior written storage agreement is made between Landlord and Tenant.

**§ 55. ONE FREE WRITTEN WARNING, THEN FINE FOR ADDITIONAL OCCURRENCES:**

For lease violations that do not pose an immediate danger to the Tenants or the property, Castle Property agrees to give one written warning on the first occurrence to all Tenants in the group without charge. These lease terms have a "(See § 55)" at the end of the lease term. This warning will serve as a reminder of the lease terms. If during the remainder of the lease, any Tenant in the group or guest repeats the violation, the Tenant or HM will be billed a fine of \$50 and given 24 hours to correct the violation unless more time is given in the lease term.

**§ 56. EARLY MOVE-OUT INSPECTION APPOINTMENT:**

The group may choose to move out of the property before the end of the lease. Doing so does not affect the rent in any way, and full rent is still due as if Tenants did not move out early. This option is advisable for houses where no Tenants plan to occupy the property over the summer. This allows Tenants to choose a move-out date that better fits their summer schedule. This also reduces the possibility of a late move-out. (See § 57)

**§ 57. LATE MOVE-OUT: (Failure to move out by the move-out appointment time)**

Due to the nature of term rentals, current Tenants who are not ready by the move-out appointment time substantially affect the change-over timing and can substantially delay preparation for the incoming group. Any per-person re-inspection charges are billed to all Tenants without regard to who requests more time. **We recommend that the group choose a date when the majority of the group can attend the move out to avoid any additional charges to ALL Tenants.**

**If Tenants are not ready for the move-out appointment they have 3 options:**

- 1: CP can start the inspection of individual bedrooms while any remaining items in the common area are removed by the group. This typically gives an additional 5-10 minutes per bedroom to take care of last cleaning and move-out tasks. Cost \$0.00 per Tenant.
  - 2: CP can return in 5 hours to do a delayed re-inspection. Cost \$10.00 per Tenant (billed to all Tenants on the lease)
  - 3: CP can return in 21 hours to do a next day re-inspection. Cost \$25.00 per Tenant (billed to all tenants on the lease)
- Delayed move outs are recommended over rushing to move out or leaving a lot of trash, pre cleaning or debris that CP will need to bill to the group. This allows the group to move out properly, make sure that all keys and supplied TV equipment (DTA) are left in bedrooms, pre-clean excessively dirty areas, remove all trash and food, and replace any non-functional bulbs. Typically the cost of a delayed move-out is much cheaper than leaving these items for CP to complete.

Tenants can leave as soon as they are finished and do not need to wait the entire 5 or 21 hours for CP to return. The house should be locked and keys can be returned to the CP office or drop box in front of the office.

**If Tenants need more than 21 additional hours to complete the move-out**, special arrangements will need to be made with the repair staff, the cleaners, and possibly the incoming Tenants. Tenants can request a lease extension at a rate of five times the per diem rent for the entire property until the entire property is completely vacated. This allows funds for CP to pay any needed over-time to staff, as well as hotel accommodations for incoming Tenants.

**§ 58. MEGAN'S LAW:**

Disclosure is made to Tenants under Code of Virginia Chapter 23 ( § 19.2 -387 et seq.) of Title 19 that information regarding sexual offenders can be obtained by contacting the HPD, Virginia State Police - at (804) 674-2000 or at <http://www.parentsformeganslaw.org/public/meganStateByState.jsp#> .

**§ 59. TRANSFERRING FURNITURE OR PERSONAL ITEMS TO FUTURE TENANTS:**

The presence of furniture or personal items left within the property between lease years make documentation, repair, and cleaning more time consuming and expensive. Transferred items may be left inside the bedrooms of Tenants who are renewing their leases free of charge. These rooms will not need any cleaning or inspection. In the event there are items such as large, heavy or awkward furniture that needs to be left in a room that will be inspected and cleaned, a transfer fee of \$10 per item will be charged to the departing Tenant to offset the additional time to move them around during the inspection and cleaning change-over. The cost for items left in the common area will be split among all tenants.

**§ 60. FEDERAL HUD and EPA LEAD DISCLOSURE:**

For any property built before 1978, the EPA and HUD require that the Landlord disclose that the property may contain lead-based paint. Since the majority of the properties managed by CP were built long before 1978, we disclose this for all properties regardless of their age. An electronic copy of the HUD / EPA lead disclosure booklet is sent with lease information confirmation e-mail. Tenants can view a permanent copy of this booklet at [www.castleproperty.com](http://www.castleproperty.com).

**§ 61 NOTICE OF CITY CODE, LAW, OR ORDINANCE VIOLATION:**

In addition to any remedy listed in the lease for violations by Tenant of any City code, laws, or ordinances that caused written notice by the courts, City of Harrisonburg, the HPD, or Rockingham County Sheriff, each Tenant will be billed a fine of \$50. This fine serve as a future deterrent and to cover the cost needed notify all parties and send copies of the notices, documentation, or evidence. Tenants and Co-signers will be invited to meet with CP to discuss future preventative strategies to avoid repeat violations. If any fines, fees, or other charges are passed to Castle Property or the owner of the property due to the behavior of the Tenant, the actual cost of the charges will be split evenly among all Tenants and added to the administrative cost.

**§ 62. INCURRING DEBT:**

Tenant has no authority to incur any debt, make any contracts or agreements on behalf of the Landlord, Owner for any work, services, utilities, or materials.

### § 63. CHANGE-OVER PREPARATION FEE:

The change-over preparation fee is used at the end of the lease term for the items listed below. This fee is often called a redecorating fee or cleaning fee by other Landlords. This fee in no way relieves the Tenant of the obligation to care for the property throughout the term of the lease. This flat fee is paid by each Tenant with the first month's rent. Items that are excessively-dirty will be pre-cleaned at the labor rates that are specified in the lease, as well as material cost.

**Excessively-dirty** is defined as substantially dirtier than a reasonable person would maintain a residential property with regular cleaning.

**Pre-cleaning** is defined as the amount of cleaning needed to upgrade from excessively-dirty to un-clean. This is a rough cleaning that only removes the major filth and does not bring the item to move-in cleaning standards.

**General-cleaning** is defined as the amount of cleaning needed to upgrade from un-clean to move-in cleaning standards.

#### The change-over preparation fee includes:

1. Filling of up to 25 small nail holes per room.
2. General-cleaning of Tenant bedrooms to include the washing of all walls, trim, base boards, and non-carpeted floors.
3. General-cleaning of common area rooms, hallways, and stairwells.
4. General-cleaning of all lighting fixtures, ceiling fans, wall sconces, heating vents, heat registers, and radiators.
5. General-cleaning of all kitchen cabinets, appliances, fixtures, and replacement of metal stove burner pans.
6. General-cleaning of all bathroom tubs, showers, toilets, sinks, vanities, mirrors, floors, ceilings, and walls.
7. General-cleaning of all laundry room appliances, sinks, and wash tubs.
8. Washing all windows and dusting of all window treatments and mini-blinds.
9. Carpet cleaning all Landlord supplied carpets except in properties with unauthorized pets during the lease.
10. Waxing of all wooden and tile floors.
11. Sweeping and vacuuming of all basements and attics with permanent stairs.
12. Touching up the painted walls and trim. (We do not repaint all rooms. See §23).

**The change-over preparation fee does not include:** (These items will be billed to Tenants for the labor rates specified in the lease plus the material cost)

1. Removal and disposal of Tenant trash and belongings left inside the property or on the grounds.
2. Removal and disposal of cigarette butts, broken glass, and any other Tenant items left on the grounds.
3. Pre-cleaning excessively-dirty walls, floors, stairways, fixtures, and appliances.
4. Repairing broken windows, doors, trim, locks, appliances, cabinets, fixtures, or any other items supplied by the Landlord.
5. Repairing damage to walls including holes, dents, tears in drywall, graffiti, tenant painting, excessive stains, and any adhesives.
6. Replacement of burned out, missing, or colored bulbs, missing or broken smoke alarms, dead batteries, missing or discharged fire extinguishers.
7. Replacement of missing, broken, heavily soiled, or stained mini-blinds or blinds that cannot be reused the following year.
8. Carpet cleaning and floor cleaning with tick and flea treatment for unauthorized pets.
9. Replacement of damaged shrubbery or turf from pets, Tenants, guests, or vehicle traffic.
10. Costs to remove smoke smells from inside a property See §16.

### § 64. EVICTION OF TENANT:

The Tenant will be given the option of Early Lease Termination (§ 9), which avoids all legal fees, and record of eviction and judgment on the Tenant's and Co-Signer's credit report. If Tenant does not choose the Early Lease Termination, the terms of § 65 and § 66 and the costs to return the property to rentable condition will be used in determining the claim amount. Since the law requires the minimization of Tenant expenses, neither the group nor the HM can object to who rents the evicted tenant's room. The group will be given the first option to split the remaining rent to avoid receiving a new roommate.

### § 65. COSTS FOR COLLECTION OF JUDGMENT:

Tenant agrees that CP may add a Collection-Fee to the account in the amount equal to \$900.00 or the account balance, whichever is lesser, if court action is needed for eviction or to collect an outstanding balance. The Collection-Fee will be kept as a separate account and all costs associated with collecting the judgment will be deducted from the Collection-Fee amount. Collection costs include all fees and clerical labor to perform any task to receive payment of a judgment. These include but are not limited to documentation preparation, attendance at court hearings, garnishment of wages, filing of liens against real property, sending periodic balance information to credit bureaus, and payment of any fees to collections agents. The remainder of any funds in Collection-Fee account at the time of Tenant payment will be credited to the Tenant. The entire collection fee will be credited to the account if the entire judgment is received within 5 days of the judgment date. If the cost of collections is higher than the Collection-Fee, CP will invoice any difference to Tenant.

### § 66. COURT ENFORCEMENT AND ATTORNEYS FEES:

All court enforcement of the terms of the Lease will take place in Rockingham County, Virginia and be in accordance with the laws of the Commonwealth of Virginia. Both Tenant and Landlord agree that interest will accrue at a rate of 12.0% APR (twelve percent) on any judgments for either Landlord or Tenant until paid in full. Tenant will pay all collection costs, including reasonable attorneys' fees, court fees in the event of Tenant breach of this lease agreement.

### § 67. ILLEGAL DRUGS OR ACTIVITIES:

Tenant agrees that he will not use nor permit the use of said premises for any illegal purposes. Tenant agrees not to use or allow guests to use any illegal drugs in said premises. Landlord will evict any Tenant **convicted** of possession of illegal drugs at the property. Eviction of Tenant is addressed in § 64.

### § 68. VIRGINIA LANDLORD TENANT ACT:

The rights and responsibilities of the persons signing this lease are governed by the Virginia Residential Landlord and Tenant Act (§ 13.2, Title 55 of the Code of Virginia as amended), and to the extent any provision of this lease is in conflict with the Act, the provisions of the Act will control.

### § 69. PARTIAL MOVE OUT – PARTIAL RENEWAL OF GROUPS:

**DEPARTING-TENANT = Not renewing lease:** The Change-Over Preparation Fee will be used for their portion of the common area cleaning as listed in § 63.

**REMAINING-TENANT = Renewing in the same room:** The Change-Over Preparation Fee will be transferred to the next lease. No cleaning will occur in the Tenant's bedroom. Each Tenant will be billed a flat fee of \$95.00 to cover their share of the change-over cleaning in the common area.

**SWITCHING-TENANT = Renewing to a different room:** Change-Over Preparation Fee will be used for their portion of the common area cleaning as listed in § 63. SWITCHING-TENANT should store their items in a bedroom of a REMAINING-TENANT. SWITCHING-TENANT will move any remaining items at the half way point of the Change-Over-Term from the old bedroom to the new bedroom, to allow the cleaners to clean both rooms. If the SWITCHING-TENANT is unable to move their items during that time, the cost to move the items will be billed to the Tenant. Tenant should box as many items as possible to minimize the moving time.

The cleaning charges are billed as listed above. In addition, all Tenants are responsible for a share of the common area damages and the per item charge for items left in the common areas.

### § 70. SEVERABILITY:

In the event any provision of this Agreement is held to be void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.