

AMANISA REALTY, LLC  
PO BOX 4579  
RICHMOND, VA 23220

1. Residency and Financials

Amanisa Realty LLC  
for Cherry Hill  
Properties, LLC

1.1 PARTIES AND OCCUPANTS 2/26/  
2024

THIS LEASE AGREEMENT, made on , is by and between , herein referred to as "Landlord", and jointly and severally, herein referred to as "Tenant", and jointly and severally, herein referred to as "Guarantor".  
Alesia Chapman

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Landlord and Tenant hereby agree as follows:

Landlord hereby rents and leases to Tenant and Tenant hereby rents and hires from Landlord, upon the conditions hereinafter set forth, the following real property, herein referred to as "Premises", to-wit: which has a street address of 709 Kirkham St, Apt B, in the City/County of Petersburg, VA

1.2 SUMMARY OF LEASE TERMS

Address of Premises: 709 Kirkham St, Apt B, VA 23803

Commencement Date of Lease: 2/26/2024

Lease Term Ends: 2/28/2025

1.3 RENTAL

Monthly Rent: \$1,200.00 one thousand, two hundred and 00/100

The Tenant covenants and agrees to pay as monthly rent the total sum of (\$1,200.00) (0) due and payable on the first (1<sup>st</sup>) day of each month. If the move-in date is prior to the first (1<sup>st</sup>) day of the month, Tenant will pay a prorated rent amount based on the date of move-in.

Rent shall be deemed to be paid when received at PO Box 4579, Richmond, VA 23220, online on tenant's portal at apartments.com (ACH, no charge) or deposited directly into designated Truist Bank Account as provided in writing to tenant or at such other place as the Landlord may from time to time designate in writing to the Tenant, between the hours of 9:00 AM and 5:00 PM Monday through Friday, excluding federal and state holidays. In the event a monthly payment is received after the fifth (5<sup>th</sup>) day of the month, Tenant agrees to pay as an additional charge or late fee an amount equal to TEN PERCENT (10%) of the monthly rent. Tenant further agrees to pay as an additional charge a fee of FIFTY AND 00/100 DOLLARS (\$50.00) in addition to a late fee, for all payments returned for insufficient funds or other reasons. If the rent is payable by check, all checks shall be made payable to Amanisa Realty, LLC, Inc., unless the Landlord shall designate otherwise in writing. Cash is not accepted for the payment of rent or any other amounts due hereunder.

Each payment made with cashier's checks, personal checks or money orders will be charged a Paper Payment Fee of TEN AND 00/100 DOLLARS (\$10.00).

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## 1.4 SECURITY DEPOSIT

**Security Deposit:** \$1,200.00

**NOTE:** Must be paid in full by move in

In addition to the rental payments set forth herein, the Tenant agrees to pay to Landlord the sum of **One thousand, two hundred and 00/100** as a security deposit payable upon the execution of this Lease Agreement. The deposit is to be held in escrow by the Landlord as security for the faithful performance by Tenant of all terms of this agreement. Further, if Tenant has fully complied with all provisions of this agreement, including, but not limited to, the paragraph concerning vacating and has vacated the Premises leaving them thoroughly cleaned and in good condition, reasonable wear and tear excepted, the deposit is to be returned at the termination of this agreement in the manner provided by law, less any charges for damages to the Premises, fixtures or furnishings and less the Administrative Fee as specified herein.

Tenant shall provide Landlord written notice prior to vacating the Premises of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the security deposit within forty-five (45) days of the date when the tenancy terminates or the date when the Tenant vacates the Premises, whichever occurs last. The Landlord will issue one check for the return of the balance of the security deposit (less all fees due hereunder, including, but not limited to, any administrative fees) payable to all Tenants unless the Landlord receives written instructions signed by all Tenants asking for a different disbursement, in which case the Landlord **MAY** issue a check in reliance on these written instructions. In the case where Tenants request multiple checks to be issued, a **FIFTY AND 00/100 DOLLARS (\$75.00)** fee per additional check may be charged.

The security deposit may not under any condition be deducted from any rental payments.

This Lease provides that when one or more Tenants sign a lease (and one or more Guarantors guarantees a lease), all are equally responsible for all sums due to the Landlord under the terms of the Lease and all are equally responsible for all damage done, regardless of who actually does the damage. You should consult legal counsel of your choice if this is not understood.

If Landlord in any way transfers its interest in the Premises, Landlord shall transfer the security deposit to the third party and is thereafter released from all liability for the return of the security deposit to the Tenant. If such a transfer occurs, Tenant agrees to look to the third party solely for the return of the security deposit and to release Landlord from all obligations and liability relating thereto.

Landlord shall provide written notice to Tenant of Tenant's right to be present at the time of the move-out inspection. Tenant must make a written request to Landlord to be present at such an inspection and Landlord will notify Tenant of the inspection time which will occur within seventy-two (72) hours of the delivery of possession. If Tenant fails to make such a request, Landlord will proceed to perform the move-out inspection without Tenant being present.

Security deposit and all required move-in monies, including prorated and first month's Rent payment, are due and payable by the commencement date of the Lease and must be in the form of certified funds or money order. Security deposit and all required move-in monies, including prorated and first month's Rent payment, are not subject to the Paper Payment Fee as described in Section 1.3 of this Lease Agreement.

**INITIALS:**

### 1.5 ADMINISTRATIVE FEE

The Tenant agrees to pay, in addition to other sums due hereunder, an Administrative Fee of **ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00)** payable to Landlord which Landlord will deduct from the security deposit after commencement date of the Lease.

### 1.6 CANCELLATION AND RENEWAL OF LEASE

Either party hereto may terminate this Lease Agreement at the end of the then current term by giving the other written notice at least 60 **days** prior to the expiration of the current term. In the event no notice is received by either party, this Lease Agreement shall automatically renew on the expiration date of the then current term for a subsequent twelve (12) month period upon the same terms and conditions except for the any rent increased given by Landlord.

For each lease renewal term the Tenant shall pay to Landlord a Lease Renewal Fee equal to **TEN PERCENT (10%)** of the new monthly rent amount during the upcoming term which will be due and payable to Landlord and paid with the first renewal month's rent.

### 1.7 UTILITIES

**Utilities Included in Rent:** n/a

Landlord shall not be liable for interruption of such utilities if such interruption is due to no fault of Landlord and shall not be grounds for cancellation or eviction, constructive or otherwise, provided Landlord uses reasonable efforts to restore and/or repair such utilities or equipment.

When Landlord provides trash removal, it is only provided for household trash.

When Landlord provides heating and air conditioning to the Premises: Landlord will ensure operability and safe working order of heating equipment in season (beginning on or about October 15<sup>th</sup> and terminating on or about April 15<sup>th</sup>) and air conditioning in season (beginning on or about May 1<sup>st</sup> and terminating on or about September 30<sup>th</sup>). **Landlord shall not be responsible for providing the fuel for heating equipment such as oil, liquefied natural gas or propane unless specified in writing.**

Landlord reserves the right to use sub-metering or energy allocation equipment, or to allocate utility costs on the basis of ratio utility billing ("RUBS"), as provided in the Code of Virginia, for the utilities provided by Landlord. If Landlord chooses to allocate utility costs on the basis of RUBS, Landlord will bill Tenant for Tenant's share of the utility charges which bill shall be due and payable as additional rent on the first (1<sup>st</sup>) day of the next month after receipt of the utility statement.

If requested, Tenant will provide proof of establishment of utility service prior to move-in. Failure to establish utilities in Tenant's name prior to the Commencement Date of the Lease may result in a **FIFTY AND 00/100 DOLLARS (\$50.00)** Lease Non Compliance Administrative Fee being charged to Tenant and paid to Landlord for each utility bill handled by Landlord. Tenant will make arrangements to terminate utility services and the Property effective as of the Lease Term End Date, unless otherwise agreed to in writing by Landlord. Any utility charges and damages resulting from the Tenant's non-compliance with this requirement will be the Tenant's sole responsibility.

### 1.8 APPLIANCES

**Appliances Included in the Lease:** Stove, Fridge

Lessor will replace any of the appliances if appliances cease to function within one year of the execution of this lease only. Afterward, tenant(s) will be responsible for replacement. In order to obtain a replacement, tenant must report a malfunction to Landlord within 12 months of the lease.

### 1.9 INSPECTION

The Tenant acknowledges receipt, in good condition, of the Premises and all its fixtures and equipment therein, and upon expiration of this Lease Agreement, or any extension thereof, will leave the Premises in

**INITIALS:**

the same condition it was received, normal wear and tear excepted. The Tenant agrees to take care of the Premises and leave same thoroughly cleaned and in good condition, except for ordinary wear and tear.

Tenant shall be responsible for all repairs, regardless whether occasioned by accumulation of grease or damage of walls, ceilings, floors or appliances, which will not be considered ordinary wear and tear. The Tenant further agrees to give Landlord prompt written notice of any defects in the Premises or in any of the equipment, appliances or parts thereof as soon as the Tenant is aware of them. The Tenant agrees to pay for all expenses caused by Tenant's failure to promptly report any defect and for all necessary repairs in the Premises or in the equipment thereof caused by Tenant's own negligence or the negligence of Tenant's family, invitees, employees, or agents.

**By initialing below, Tenant acknowledges and agrees to the terms in Section 1.**

INITIALS: 

## 2. Use, Occupancy & Maintenance

### 2.1 USE AND OCCUPANCY

#### Other Occupants:

a. **Use.** The Premises shall be used and occupied exclusively, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling.

b. **Occupancy.** Tenant shall not allow for any other person, other than those named in this Lease or transient relatives and friends who are guests of Tenant on a short-term basis, to use or occupy the Premises without first obtaining Landlord's written consent to such use which consent Landlord shall not be obligated to give.

c. **Assignment/Sublease.** The Tenant shall not assign or transfer this Lease or let or sublet the whole or part of the Premises without the prior written consent of the Landlord, which consent Landlord shall not be obligated to give.

In the event Tenant is given permission to assign or transfer the Lease, Tenant will be required to pay to Landlord an Assignment Fee in the amount of **FIVE HUNDRED NINETY-FIVE AND 00/100 DOLLARS (\$600.00)**. The Landlord is not responsible for inspecting the Premises at the time of any assignment and will not repair any wear and tear, or clean or paint for the assigned Tenant. Such assignment shall not relieve the Tenant of Tenant's duties and obligations hereafter. Landlord shall have the right to assign this contract at any time without Tenant's consent.

### 2.2 GENERAL MAINTENANCE

Tenant will be charged and agrees to pay for all repairs necessitated by the acts of Tenant, Tenant's invitees or agents, in addition to service calls, with a minimum of **SEVENTY-FIVE AND 00/100 DOLLARS (\$75.00)** per call, and/or repairs when the request for service was due to the negligence or fault of Tenant. The Tenant, by affixing their signature hereto, agrees and acknowledges that the minimum service call fee of **SEVENTY-FIVE AND 00/100 DOLLARS (\$75.00)** shall apply to the following services: changing of fuses, resetting breakers, unstopping toilets and drains, removing sink traps and changing of light bulbs. For any missed maintenance appointments after such appointment is confirmed with Tenant, Tenant will be charged a Missed Service Call Fee of **SEVENTY-FIVE AND 00/100 DOLLARS (\$75.00)**.

INITIALS:



All non-emergency maintenance requests must be communicated to Landlord's office and acknowledged by Landlord by one of the following delivery methods: (1) by email to [Maintenance@amanisrealtyllc.com](mailto:Maintenance@amanisrealtyllc.com), or (2) Tenant Portal work request on apartment.com. **Emergency maintenance requests are reserved for the following items (call 804-263-2284):**

- a. No heat when outside temperature is forty-five (45) degrees Fahrenheit or below
- b. No air conditioning when outside temperature is ninety-five (95) degrees Fahrenheit or above
- c. The smell of gas is present (tenant must first call 911)
- d. Water is actively leaking and Tenant is unable to stop it
- e. Refrigerator will not cool

The Landlord or an Agent may enter the Premises at reasonable times and upon reasonable notice for the following purposes:

- a. Inspect for Tenant compliance with the provisions of this Lease Agreement
- b. Make repairs, alterations, or improvements
- c. Show the dwelling to prospective purchasers, mortgagees, tenants, workmen or contractors

Such entries shall not be so frequent as to seriously disturb the Tenant's peaceful enjoyment of the Premises. If Landlord or Agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without the Tenant's consent. The Tenant agrees to allow access and occupancy to workmen for redecorating, repairing and remodeling the Premises.

### 2.3 DRAIN MAINTENANCE

- a. **Landlord Duties.** The liability of the Landlord is to clear drains when:

Clogged or stopped by tree roots.

Clogged or stopped by mechanical failure of the plumbing system, such as a broken pipe.

- b. **Garbage Disposals.** Garbage disposals are designed to only dispose of small quantities of soft foods while being flushed down with water. Please follow these guidelines:

DO NOT put stringy foods down the garbage disposal. This includes corn husks, celery, banana peels, potato peelings, citrus peels, artichoke leaves and rhubarb. Use a trashcan for these.

DO NOT put coffee grounds, uncooked rice, pasta, etc. down the drain. Use a trashcan for these as well. DO NOT dispose of grease such as bacon fat, meat drippings, lard, butter, salad oils/dressings, or large quantities of ice cream down the drain. Place them in containers such as old milk cartons, cans, plastic bags, etc. and dispose of them in the trash.

- c. **Bathtubs, Sinks and Shower Stalls.** Waste from these fixtures will collect over time from regular usage. Soap residue, body oils and hair need to be cleared from time to time either by use of chemical drain cleaners or manual augers. The Tenant is liable for this maintenance based on need and usage.

DO NOT put foreign items down the drain such as shower caps, children's toys, etc.

DO NOT clean your hairbrush, comb, etc. into a sink drain. Use a trashcan instead.

Use of a hair catcher in your shower or tub is recommended.

- d. **Laundry Drains & Vents.** Clothing lint will commonly be found in washing machine wastewater. It is recommended to place a lint trap on the washing machine drain hose if it discharges into a laundry tub. Change this regularly. As a safety precaution, it is recommended to regularly clean out the dryer vent as well.

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- e. **Toilets.** Toilets are made of porcelain. This surface can be damaged if an auger is used to clear a blockage and may even break the toilet. Many modern toilets are designed to save water and do not flush as well as older designs. If there is a blockage, try using a plunger. If plunging does not work, a plumber will be required to come in and remove the toilet to remove the obstruction from below. This is the Tenant's responsibility. To prevent this from happening, follow these guidelines:
- DO NOT dispose of feminine hygiene products down the toilet. Use a trashcan instead.
  - Children's toys, bottle caps, socks, etc. will NOT pass through a toilet drain.
  - DO NOT dispose of paper products such as Q-Tips, wrappers, cigarettes, etc. in the toilet.
  - DO NOT use excessive amounts of tissue.

**This Lease Agreement requires Tenant to prevent the clogging of waste pipes. Should water or waste pipes become clogged due to Tenant negligence, the Tenant will be liable for repair and damage costs.**

**By initialing below, Tenant acknowledges and agrees to the terms in Section 2.**

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### 3. Responsibilities

#### 3.1 DELIVERY OF POSSESSION

The Landlord agrees that in the event of failure of the Landlord to deliver possession of the Premises at the time herein agreed upon, Tenant shall not be liable for rent until such time as the Landlord delivers possession. If Landlord is unable to deliver possession of the Premises to tenant on the Commencement Date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent paid by Tenant for such portion of the Term during which the Premises is not delivered to Tenant. If Landlord cannot deliver possession of the Premises or provide Tenant with an alternative resident unit acceptable to Tenant within twenty-one (21) days after the Commencement Date of the Lease, the Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.

#### 3.2 DAMAGES OR REPAIRS

When acts or omissions on the part of the Tenant, members of the household, guests, invitees or employees, whether know by Tenants or not, whether negligent or unintentional, result in damages or injuries of any kind, Tenant shall be liable therefore and further agree to indemnify Landlord against any and all claims arising therefrom. Where such damages are remediable by repairs, Landlord shall cause the repairs to be made and submit the bill to Tenant which shall be due as Rent and if not paid, will result in termination of the tenancy as provided in this Lease Agreement.

#### 3.3 NOTICE

The parties hereto agree that any notices required by this Lease Agreement may be given in electronic form to the following e-mail address(es):

**If to Landlord:** [residentrelations@amanisarealtyllc.com](mailto:residentrelations@amanisarealtyllc.com)

**If to Tenant:** [alesiachapman@yahoo.com](mailto:alesiachapman@yahoo.com)

If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.

If Tenant requests, the Landlord will send all notices in written paper form.

INITIALS:



If notice to Landlord is not given in electronic form, then notice to the Landlord will be given to the Amanisa Realty, LLC, PO Box 4579, Richmond, VA 23220 or to such other place as may be specified by Landlord.

If notice to Tenant is not given in electronic form, then notice will be given to the address of the Premises or to Tenant's last known address.

### 3.4 PARKING

**Tenant will be permitted to utilize 0 parking spaces located at the Premises.** If Tenant desires additional parking spaces, Landlord may lease such additional parking spaces to Tenant in Landlord's sole discretion and Tenant shall pay an additional parking fee of **DOLLARS ( \$0.00 )** per month per space as additional rent. If Tenant is assigned a specific parking space, Tenant agrees to park only in such designated space. If Tenant is given a parking decal, Tenant is responsible for ensuring any assigned parking permit(s) is/are properly displayed on the vehicle(s) and that the vehicle(s) is/are parked appropriately in the designated parking lot and/or designated parking space.

If a replacement parking permit is needed for any reason, it is the responsibility of the Tenant to make this request to the Landlord. A **FIFTY AND 00/100 DOLLARS (\$50.00)** fee will be charged for all replaced parking permits. Failure to park correctly or parking without a permit could result in the vehicle being towed at the expense of the vehicle owner. Permits and any designated lots are for parking residents only. If no space or permit number is assigned, Tenant is responsible for locating suitable lawful parking.

The Tenant is not authorized to park any commercial vehicles at the Premises.

### 3.5 PETS

No dogs, animals or pets shall be kept in or about the Premises by the Tenant or his/her guests, unless by prior written consent of Landlord, which consent Landlord shall not be obligated to give. In the event Tenant is given permission to keep dogs, animals, or pets in or about the Premises, Tenant will be required to execute the Pet Addendum, pay a Non-Refundable Pet Fee to Landlord, and may be required to pay additional monthly rent to Landlord.

In the event a pet is observed on the Premises, during an inspection or maintenance call, that was undisclosed, an Undisclosed Pet Fee of **FIVE HUNDRED AND 00/100 DOLLARS (\$500.00)** will be levied and due immediately from Tenant. **If Landlord approves in writing for undisclosed pet(s) to remain in or about the Premises, Tenant will immediately pay the Non Refundable Pet Fee to Landlord and execute the pet addendum.**

### 3.6 LEASE NON-COMPLIANCE

Tenant agrees to abide by all rules and regulations of any homeowner's association in which the Premises are located and all state and local laws and ordinances. Tenant agrees to pay all fees or fines resulting from homeowner's association's rules and state or local jurisdiction caused by Tenant's acts.

Tenant shall pay to Landlord a **ONE HUNDRED AND 00/100 DOLLARS (\$100.00)** Lease Non-Compliance Administrative Fee per violation for any non-rent payment lease violation not remedied by tenant within thirty (30) days of notice of such violation to Tenant.

### 3.7 REPRESENTATIONS IN THE APPLICATION

This Lease has been entered into in reliance on the information given by Tenant on Tenant's "Application for Lease", which by this reference is made a part of this Lease. Tenant shall advise Landlord or Agent in writing of any changes to the information contained in the application. If any of Tenant's representations are found to be materially misleading, incorrect, untrue, or omitted, Landlord may immediately terminate this Lease and require Tenant to vacate the Premises.

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### 3.8 INJURY, DAMAGE OR DESTRUCTION

Landlord shall not be liable to the Tenant for any damage to the Tenant's person or property by reason of the Landlord's failure to keep the premises in repair. In the event of the destruction of the leased premises by fire, explosion, the elements, or otherwise through no fault or negligence of the Tenant, his family or guests, or in the event of such partial destruction as to render the Premises unfit for occupancy, the term hereby created shall, at the option of either party upon notice to the other, terminate as of the date of such damage, and the accrued rent shall be paid up to the time of such damage. If neither party desires to terminate the lease, the Landlord shall enter and repair the Premises with reasonable speed and if the Tenant continues to occupy the Premises for the duration of such repairs, the rent will be reduced by a reasonable amount for the period during which the repairs are completed.

### 3.9 QUIET ENJOYMENT

The Landlord covenants that the Tenant, on paying the rent and performing the covenants and conditions contained in this lease, shall and may peaceably and quietly have, hold and enjoy the leased Premises.

### 3.10 REGULATIONS

Tenant agrees not to commit or permit any waste or nuisance on or about the Premises, nor keep any combustible materials on the Premises, nor do anything that might create a hazard of fire on the Premises.

The Tenant agrees to abide by all rules and regulations which may be adopted by the Landlord from time to time. By affixing their signature hereto, Tenant acknowledges receipt of the rules and regulations currently in effect as of the date hereof. Notwithstanding the foregoing, Tenant acknowledges that Tenant is liable for the conduct of his/her guests, invitees and agents and misconduct by a Tenant's guests, invitees and/or agents can be grounds for Landlord to terminate this lease. Such prohibited behavior includes but is not limited to: excessive noise and/or disruptive behavior as determined by Landlord in Landlord's sole discretion.

### 3.11 ALTERATIONS

The Tenant agrees not to make any alterations, installations (including the installation of additional locks, chain latches, above ground or in-ground pools), repairs or redecoration of any kind to the Premises without the prior written consent of the Landlord. Such consent shall not be unreasonably withheld, but the Landlord may require the Tenant to return the Premises to its original condition when the term is completed. No waterbeds or kerosene space heaters will be permitted on the Premises. The Tenant agrees that any change or alteration made to the Premises shall become a permanent part of the Premises and shall not be removed by the Tenant upon expiration of this lease unless otherwise agreed in writing. Such improvements shall include, but not be limited to, locks, shutters, built-in shelves or bookcases, wall-to-wall carpeting, light fixtures, or flowers or shrubs on patios or gardens. No wood-burning stoves may be installed or operated without the prior written consent of the Landlord. No signs, wires, television or radio antennas, satellite dishes or the like may be installed on the exterior of the Premises without the prior written consent of the Landlord.

### 3.12 SERVICES

The Landlord shall not be responsible or liable for the delivery of messages, telephone answering service, mail or parcel delivery, nor for any service not expressly agreed upon in this Agreement or required by the laws of the Commonwealth of Virginia. This Agreement shall not terminate because of any interruption of any services, or of the failure of any appliance to function properly, or because of any inconvenience arising from such interruption or failure to function properly, where the Landlord has been notified of any such interruption, malfunction, or failure of the above services by the Tenant and has made timely efforts to repair them.

Tenant agrees not to turn the heat below fifty (50) degrees Fahrenheit to prevent the freezing of the pipes. Tenant agrees to allow the Landlord to turn heat up to fifty (50) degrees Fahrenheit in the event pipes are in danger of freezing.

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Landlord shall be responsible for keeping and maintaining at their cost and expense, the exterior walls, roofs, electrical wiring, water, gas and sewer pipes and heating system in good and sanitary order, except where damage and disrepair thereto has been caused by abuse and negligence of the Tenant, his family or guests, in which event Tenant shall be responsible for the costs of repair which shall be considered additional rent and payable in full by Tenant upon receipt of an invoice from Landlord. The Tenant shall be responsible for keeping clean, clear, and unobstructed entrance, the steps and walkways, if any, leading to the Premises from the public thoroughfare.

**The Landlord is not responsible for repairing broken glass, window panes, storm door panels or patio glass broken or damaged under any circumstances. The Landlord has no duty to repair as expressly provided in this Agreement or as required by law.**

### 3.13 FAILURE TO PAY RENT; BREACH OF COVENANTS; BANKRUPTCY

In the event of: (a) the Tenant's breach of this Agreement, (b) the Tenant's abandonment of the Premises, (c) the Tenant's failure to quietly enjoy the property, (d) the filing of bankruptcy or insolvency proceedings by or against the Tenant or the appointment of a Receiver or Trustee of his property, (e) the Landlord not receiving any payment of rent or other charge by the fifth (5<sup>th</sup>) day of the month for which it is due, (f) the Tenant's denial of any right reserved in this Agreement to the Landlord, (g) the institution of legal proceedings by or against the Tenant looking to a disposition of the Premises or any part thereof, or (h) the use of the Premises by the Tenant or others for illegal purposes, the Landlord shall have the right to: (1) enter and retain possession of the Premises by any lawful means and remove Tenant and his effects by unlawful entry or detainer proceedings or (2) to sue for rent, provided that the Landlord's recourse to any of these remedies shall not deprive him of any other action or remedy permitted by law. After notice required by law, in the event Landlord does not receive from Tenant any payment of rent or other charge by the fifth (5<sup>th</sup>) day of the month for which it is due, Tenant waives any notice to quit or surrender the Premises unless otherwise expressed herein and the Landlord may enter and retain possession of the Premises and exclude Tenant therefrom. Should Landlord pursue any of the remedies listed, Tenant shall be liable as follows:

- a. For all installments of rent and other charges for the remainder of the term of this Agreement which landlord, at his option, may declare immediately due and payable
- b. For all expenses, which may be incurred by Landlord for re-renting the Premises, including, but not limited to, brokerage, advertising, cleaning, repairing and redecorating expenses
- c. For any court costs incurred by Landlord for collection of unpaid rent or other charges under this agreement, including, but not limited to, Landlord's reasonable attorney's fees
- d. If Tenant vacates the Premises owing monies and such amounts are not paid within thirty (30) days of being notified by Landlord of such charges, Tenant will pay to Landlord an additional administrative fee of **TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00)** as well as all legal and related fees of collection, with or without suit, including reasonable attorney's fees in an amount not less than twenty-five percent (25%) of the amounts due from Tenant once the matter is referred to an attorney for collections and other collection court costs

In the event Landlord fails to abide by the provisions of this Agreement or violates any requirement of state or federal law pertaining to this Lease Agreement, when such breach materially affects health and safety, Tenant may serve a written notice to Landlord specifying the acts and omissions constituting the breach and stating that this Lease Agreement will terminate upon a date not less than thirty (30) days after the receipt of the notice if such breach is not remedied within twenty-one (21) days. If the breach can be remedied by repairs, and Landlord adequately remedies that breach prior to the date specified in the notice, or if Landlord is unable to remedy such condition when such failure is due to circumstances beyond Landlord's control, this Lease Agreement will not be terminated or abated in any part. Tenant may not terminate this Agreement for a condition caused by the deliberate or negligent act of the Tenant or Tenant's agents, family or invitees.

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### 3.14 VACATING

Upon the termination of the tenancy, the Tenant shall completely vacate the Premises, including the removal of all of Tenant's property. No right of storage is given by this agreement and the Landlord has no duty to protect the Tenant's possessions against loss. In the event the Tenant's property is not removed, the Landlord may dispose of such property at Landlord's discretion, without any liability to the Tenant for damage or loss. The Tenant shall pay for all costs of removal of such property. Any items left behind by the Tenant upon the termination of this Lease Agreement will be disposed of by Landlord without further notice to Tenant.

Before departure, the Tenant shall return all keys and shall turn over to the Landlord the Premises and all its fixtures and equipment, in good and substantial repair, thoroughly cleaned and in sanitary condition, except for reasonable wear and tear.

The Tenant shall undertake the following immediately prior to vacating the Premises, so as to return it in the conditions specified in this clause: clean oven, refrigerator, sink, cabinets and countertops, vacuum carpets and clean all floors, clean all walls, molding, and doors, clean all bathroom fixtures, clean all mirrors, windows, and glass and empty closets of all hangers, boxes and trash.

The Tenant shall allow the Landlord to inspect the Premises, in the Tenant's presence, to verify the condition of the Premises and its contents. Should Landlord find the Premises not clean and in same working condition it was at move-in, the following table indicates the estimated costs that will be charged to the Tenant for correcting the unit's condition. These charges shall be deducted from the Tenant's security deposit or owed to Landlord if Tenant's security deposit is insufficient to cover the charges. If Landlord's actual incurred costs are higher, Tenant will be responsible for paying the higher charge. **Note: this is NOT an all inclusive list. Tenant may be charged for cleaning, replacing, or repairing items not specifically identified in the table below.**

|                         |                    |
|-------------------------|--------------------|
| Unreturned Key Charge   | \$100              |
| Premises Cleaned        | \$150 - \$450      |
| Trash Removed           | \$150 - \$700      |
| Painting                | \$300 - \$3,500    |
| Drywall Repair          | \$100 - \$1000     |
| Replace Interior Door   | \$150 - \$200 each |
| Window Glass            | \$100 - \$350 each |
| Door Glass              | \$100 - \$350 each |
| Replace Carpet          | \$100 - \$3000     |
| Refinish Hardwood Floor | \$100 - \$5000     |
| Replace Exterior Door   | \$300 - \$700 each |
| Replace Door Jam        | \$150 - \$300 each |
| Window Blinds           | \$50 - \$250 each  |

**INITIALS:**

### 3.15 RENTER'S INSURANCE REQUIREMENT

It is the responsibility of the Tenant to obtain appropriate renter's insurance coverage. This insurance should include coverage for all personal items such as furniture, clothing, electronics, etc. whether kept in your home/apartment, storage areas, or automobiles parked on the Premises. All personal property placed on the home/apartment Premises, storage rooms, or in any other part of the Landlord's property shall be at the sole risk of Tenant or the parties owning the same and Landlord shall not be liable for the loss, destruction, theft of, or damage to such property.

Tenant is required to maintain and provide the following minimum required insurance coverage for the benefit of Landlord: \$100,000 limit for Tenant's legal liability for damage to Landlord's real improved and personal property, including any fixtures, for no less than the following causes of loss: fire, smoke, explosion, backup, or overflow of sewer, drain or sump and water damage ("Required Insurance").

Tenant is required to furnish Landlord with evidence of Required Insurance acceptable to Landlord (1) at the time of each lease renewal period and (2) at such time as may be requested by Landlord during the Lease Agreement to satisfy the insurance requirement.

Tenant may obtain Required Insurance from an insurer of Tenant's choice that meets the insurance requirements outlined in this Lease Agreement. In order to provide proof of Required Insurance to Landlord, Tenant shall name **Amanisa Realty, LLC**. (PO Box 4579, Richmond, VA 23220) as an "Additional Interested Party".

If Tenant furnishes evidence of such Required Insurance for the duration of the Lease Agreement, then nothing more is required. Landlord shall have the right, but not the obligation, to purchase Required Insurance on Tenant's behalf and seek reimbursement from Tenant for all costs and expenses associated with such purchase, in addition to any other rights under the Lease Agreement.

### 3.16 INSECTS AND PESTS

- a. **Inspection** Tenant agrees that Tenant (1) has inspected the Premises prior to move-in and Tenant did not observe any evidence of insects or pests or infestation of insects or pests **OR** (2) will inspect the Premises within 48 hours of move-in and notify Landlord of any insects or pests or infestation of insects or pests.
- b. **Infestations** Tenant agrees that (1) Tenant is not aware of any infestation or presence of insects or pests in Tenant's current or previously occupied dwelling and/or Tenant's furniture, clothing, personal property or possessions **OR** (2) Tenant's current or previously occupied dwelling and Tenant's personal property has been treated by a licensed pest control professional. Tenant agrees that all of Tenant's furniture, clothing, personal property or possessions are free of insect or pest infestation. Tenant agrees that any previous infestation or presence of insects or pests will be disclosed in writing to Landlord prior to commencement date of this Lease Agreement. If such disclosure is made, Landlord will have the right, but not the obligation, to review documentation of the treatment and inspect Tenant's personal property and possessions to confirm the absence of insects or pests.
- c. **Access** Tenant agrees to allow Landlord and Landlord's pest control agents to access the Premises at reasonable times to inspect and treat for insects or pests as allowed by law. Tenants and all occupants, guests and invitees must cooperate and not interfere with inspections and/or treatments. Landlord has the right to select any licensed pest control professional to treat the Premises. Landlord has the right to select any method of treating the Premises. Landlord has the right to inspect and treat adjacent or neighboring dwellings to the pest or insect infestation even if those adjacent or neighboring dwellings are not the source or cause of the known infestation. Tenant is responsible for and must, at Tenant's own expense, have Tenant's personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that Landlord approves. Tenant must do so as close as possible to the time Landlord treats the Premises. If Tenant fails to do so, Tenant will be in

**INITIALS:**

default and Landlord will have the right to terminate Tenant's right of occupancy and exercise all rights and remedies under this Lease Agreement. Tenant agrees not to treat the dwelling for insect or pest infestation on their own.

- d. **Notification** Tenant agrees to promptly notify Landlord (1) of any known or suspected insect or pest infestation in the Premises or in Tenant's clothing, furniture or personal property (2) of any recurring or unexplained bites, stings, irritations or sores of the skin or body which Tenant believes is caused by insects or pests or by any condition that Tenant believes is in the Premises.
- e. **Responsibilities** Tenant may be required to pay all reasonable costs of cleaning and pest control treatment incurred by Landlord to treat for insects or pests. If Landlord confirms the infestation of insects or pests after Tenant has vacated the Premises, Tenant will be responsible for the cost of cleaning and pest control treatment. If Landlord must move another resident to treat the vacated Premises, Tenant will be liable for any lost Rent and other expenses incurred by Landlord for relocation of other residents and cleaning and treatment of the infected Premises.
- f. **Transfers** If Landlord agrees to allow Tenant to transfer due to the presence or infestation of insects or pests, Tenant agrees to have their personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. Tenant must provide proof of such cleaning and treatment to Landlord's satisfaction.

By initialing below, Tenant acknowledges and agrees to the terms in Section 3.

INITIALS: 

## 4. General Clauses

### 4.1 LANDLORD ASSIGNMENT

The Landlord shall notify the Tenant in writing of the name of the person or persons authorized to manage the Premises, or the owner of the Premises or any person authorized to act for and on behalf of the owner, for the purpose of accepting notice.

### 4.2 RIGHT TO SHOW PROPERTY

Forty-five (45) days prior to the expiration of this Lease, Landlord shall have the right to enter the Premises between the hours of 9:00AM and 7:00PM Monday through Saturday for the purpose of showing the Premises to prospective Tenants.

Landlord shall provide Tenant twenty-four (24) hours written notice of intent to show the Premises to prospective Tenants. Tenant shall pay a fee of **ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00)** for any refusal to allow Landlord access to Premises for these purposes.

### 4.3 LIENS

In the event of any default by the Tenant in the payment of Rent which would give the Landlord one or more of the remedies available under this Lease Agreement, or the laws of the Commonwealth of Virginia, the Landlord shall have the lien granted by the laws of the Commonwealth of Virginia upon all the property of the Tenant.

### 4.4 SUBORDINATION

This lease and all rights of the Tenant(s) hereafter are expressly understood and agreed to be subject and subordinate in all respects to the lien of any present or future mortgage which may be placed upon the Premises by Landlord or assigns of Landlord and to all other rights acquired by the holder of any such mortgage or mortgages. As used herein, the term mortgage shall mean and include the phrase deed of trust

INITIALS:



or with similar meaning. Tenant hereby irrevocably appoints Landlord or its agent as Tenant's Attorney-In-Fact to execute whatever non-disturbance subordination, atonement or similar agreement required by Landlord's lender.

#### 4.5 PARTIAL PAYMENTS

**Acceptance by the Landlord of a partial payment of rent or other charges shall not be considered or construed to waive any right of the Landlord or affect any notice or legal proceedings, and all rent payments not received by the fifth (5<sup>th</sup>) day of the month when due are accepted with reservation and shall not preclude Landlord from regaining possession of the property through any lawful means.**

Where the Tenant offers in writing reasonable cause for inability to pay the full amount of the rent when due, and where the Landlord agrees in writing, a schedule of timely and consistent partial payments may be utilized to enable the Tenant to fulfill his obligation to pay rent under this Lease Agreement. However, the Landlord's agreement to such a method of payment shall not operate as an acceptance of this method beyond the months specified in writing without the written consent of the Landlord to extend it to one or more additional months, and in no way constitutes a waiver of the Landlord's rights under this agreement.

#### 4.6 HOLDOVER TENANT

Fulfillment of the requirements of the notice to terminate on or before the termination date is essential in order to permit the Landlord to rent and meet the requirements of a new tenancy. Should the Tenant fail to vacate on or before the termination date, the rental for the holdover period shall be **ONE HUNDRED FIFTY PERCENT (150%)** per diem of the monthly rent, for each day the Tenant remains in the Premises after the termination date specified in the Landlord's notice. Tenant shall be liable for any damages suffered by the Landlord due to Tenant's failure to vacate.

#### 4.7 EARLY CANCELLATION

If Tenant desires to terminate this Lease Agreement, Tenant must meet all requirements for early cancellation prior to Tenant vacating the Premises. Tenant must sign the Early Termination Agreement provided by the Landlord and pay all fees associated with the early termination. This fee shall be equal to **TWO AND A HALF (2.5) months rent**. There will be no further rent responsibility for the Tenant(s) once fee is paid in full.

In the event that Tenant does not execute the Early Termination Agreement and pay the early termination fee, Tenant shall be liable to Landlord for a re-letting fee equal to **TWO (2) months rent** and shall be liable for rent until the Premises is re-let or the end of the rental term, whichever should first occur. Under no circumstances can Landlord's acceptance of keys, Landlord's re entry of Premises, or any other action be considered as a termination of this Lease Agreement by Landlord.

#### 4.8 GUARANTOR(S)

By affixing their respective signatures hereto, the Guarantor(s) agree(s) to the full and faithful performance of all obligations of the Tenant, specifically including, but not limited to, the payment of rent and security deposit for the initial period stated herein as well as any subsequent renewal periods, the administrative fee(s), all maintenance fees, all fees due to damages incurred herein, and any and all other fees or obligations of Tenant hereafter.

**The undersigned Guarantor(s) acknowledge by affixing their respective signatures hereto agree that they are jointly and severally responsible for all obligations of tenants specified in the foregoing lease, including, but not limited to, payment of rent and security deposit for the initial period stated herein as well as any subsequent renewal periods. The terms of the lease may be modified, altered, or amended by the Tenant and Landlord without releasing or affecting Guarantor's liability hereafter.**

**By initialing below, Tenant acknowledges and agrees to the terms in Section 4.**

**INITIALS:**

DS  


## 5. Drug-Free Housing

- a. The Tenant, any member of the Tenant's household, or a guest of other person under the Tenant's control, shall not engage in or facilitate criminal activity and/or drug-related criminal activity.
- b. The Tenant or any member of the Tenant's household shall not permit the Premises to be used for or to facilitate criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity.
- c. Drug-Related Criminal Activity means the illegal manufacture, sale, distribution, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 USC 802)).
- d. Violent Criminal Activity means felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
- e. One or more violations of the Drug-Free Housing Agreement within this Lease Agreement constitutes a substantial violation of the lease and a material noncompliance with the Lease Agreement. Any such violation is grounds for termination of tenancy and eviction from the unit.
  - f. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
- g. In the case where any conflict between the provisions of the Drug-Free Housing Agreement and any other provisions of the Lease Agreement shall arise, the provisions of this Drug-Free Housing Agreement shall govern.
- h. It is agreed and understood that in the event of any unreasonable or unbecoming behavior on the part of the Tenant and/or his/her guests, where the Police have been called and a reported filed by another resident on the Premises, the Landlord may terminate this Lease Agreement by giving the Tenant thirty (30) days' notice of Landlord's intent.

By initialing below, Tenant acknowledges and agrees to the terms in Section 5.

INITIALS: 

## 6. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

### 6.1 LEAD WARNING STATEMENT

Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards on the Premises. Landlords are also required to provide Tenants with a Federally approved pamphlet on lead poisoning prevention.

### 6.2 PRESENCE OF LEAD OR LEAD-BASED PAINT HAZARDS

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards on the Premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the Premises.

### 6.3 LANDLORD DUTY TO DISCLOSE

If Landlord and/or Managing Agent obtains new information or acquires knowledge concerning the presence of lead-based paint or lead-based paint hazards during the term of this Lease Agreement, Landlord and/or Managing agent shall notify Tenant of the new information.

INITIALS:



## 6.4 TENANT'S ACKNOWLEDGMENT

Tenant has received copies of all the information listed above  
 Tenant has received the pamphlet Protect Your Family from Lead in Your Home  
 Tenant acknowledges that compliance by Landlord with Section 8.01-226.7 of the Code of Virginia provides immunity from lawsuit for lead poisoning arising from the conditions of the Premises

**By initialing below, Tenant acknowledges and agrees to the terms in Section 6.**

INITIALS: 

## 7. Addendum to Lease

By affixing their initials hereto, Tenant acknowledges receipt of the following which are hereby incorporated herein by reference and to which reference is hereby made:

Addendum A - Rules and Regulations  
 Addendum B - Landlord Certification Form  
 Addendum C - Move-In Condition Checklist & Mold Disclosure  
 Addendum D - Statement of Tenant Rights and Responsibilities  
 Pamphlet - Protect Your Family from Lead in Your Home

### Addendum A Rules and Regulations

**Tenant agrees to keep the Premises clean at all times. Tenant shall not allow accumulation of trash,**

1. Garbage or refuse in or about the Premises. Tenant shall not leave dirty dishes on counters, in sinks or otherwise out in the open. Tenant shall frequently vacuum carpets and clean floors. Tenant understands that such care must be taken in order to prevent rodent and/or pest issues.
2. Tenant agrees to mow, trim, and rake the yard if Premises is a single-family residence. If the Premises is one of multiple-family dwelling units (i.e., apartments), then Landlord shall be responsible for yard maintenance. Tenant shall otherwise maintain the grounds in good condition. Tenant will not remove, damage, or significantly alter the existing trees, shrubbery, or flowers. Landlord cannot provide tools or other equipment to Tenant. Tenant agrees that grounds and patios are to be kept clear and unobstructed and shall not be used for storage. Tenant agrees not to allow trash to accumulate on grounds or patios and to keep patios clear of weeds. Tenant agrees to keep trees and bushes on the Premises trimmed and neat.
3. Tenant shall not install anything which projects out of windows. Additionally, nothing is to be placed on the building's exterior, (e.g. television/radio antennas, cables, clothes lines, etc.). All fixtures installed therein **must have prior written approval from Landlord**, and shall become a permanent fixture of the Premises. This includes locks, installation of cable TV and telephone jacks, etc. It is specifically prohibited that door locks be changed without prior written authorization from Landlord.
4. Porches/patios/balconies must be kept neat and clean at all times and never used as a storage area. Only plants and outdoor furniture are permitted. No towels, laundry, mops, boxes, trash containers, etc. are allowed. If items not permitted are included on patios/balconies, such items will be removed and disposed of by the Landlord at the Tenant's expense.
5. Nothing shall be thrown or left in any windows, doors, or landings. Halls and stairways will be kept clear of personal property. Motorbikes must be parked in parking spaces to comply with Fire Department codes. Window blinds are to be kept clean and cosmetically appealing. Tenant understands and agrees that all window coverings such as blinds, shades, or drapes shall appear white to the outside of the building.
6. All trash must be bagged, tied, and placed inside garbage containers provided by Landlord. Trash must not be left outside the container or elsewhere on the property. If a Tenant's trash is found

outside of a trash container, Tenant will be required to pay a fee of **FIFTY AND 00/100 DOLLARS (\$50.00)**. All discarded furniture must be removed from the Premises by the Tenant.

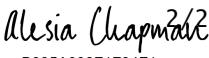
7. Tenants are responsible for the conduct of their children and their guests. Children are not permitted to deface the exterior of the property/grounds. Toys must not be left on the grounds, sidewalk, stairways, etc. or they will be disposed of at the Tenant's expense. Children are not permitted to play in common areas, parking lots, stairways, laundry rooms or other places defined by Landlord without direct supervision. Loitering is not allowed in the common areas of a building or complex. Loitering or not directly supervising children is considered a breach of this Lease Agreement and will be considered grounds for eviction. Children under the age of eighteen (18) who are not directly being supervised by their parents must be indoors by dark and in no case beyond 9:00PM.
8. Pool hours, if applicable, will be determined periodically by Landlord and posted in the pool area. Pool rules are also posted in the pool area. No more than two (2) guests per apartment are permitted without authorization by Landlord. Visitors unaccompanied by a Tenant shall be asked to leave. Absolutely no glass is permitted in the pool area. Children under the age of sixteen (16) must be accompanied by their parents. No exceptions to this rule will be granted. Landlord does not assume responsibility for any accident/injury in connection with pool use.
9. In cases where damage/malfunctions occur as a result of Tenant's neglect or misuse, such as broken windows/screens, clogged plumbing or garbage disposal, etc., the cost of repair or replacement will be borne by the resident.
10. Tenants and guests shall regard the comfort and quiet hours of other residents. Stereo and television volume will be kept within reason at all times and must not be audible outside of the Premises after 8:00PM and before 9:00AM.
11. Washers, dryers, and other large appliances are prohibited unless the home has washer/dryer hookups, and the Landlord provides Tenant written permission to install a washer and/or dryer at Tenant's expense and risk.
12. Tenant is not permitted to reside in Premises without the proper utilities including, but not limited to, electric, water, sewer, gas, and oil. No kerosene or similar heaters are permitted.
13. Washing vehicles on the property is prohibited unless there is a designated car wash area. Vehicles repairs and maintenance is prohibited on the property.
14. Vehicles which appear to be abandoned, inoperable, without current license plates or inspection stickers, missing parts (e.g., glass, wheels, etc.), may be posted with a notice and subsequently towed at the owner's expense. Recreational vehicles may not be parked at the Premises without written approval from Landlord.
15. Parking vehicles on the grass, in front of dumpsters, or in designated "No Parking" areas is prohibited and vehicles will be towed without notice at the owner's expense.
16. Waterbeds or other liquid-filled furniture are not permitted without Landlord's written consent. In addition to consent, Landlord will require Tenant's current renter's insurance policy prior to installation of such furniture. Tenant's policy must insure Landlord against any damages, including rupture of leaks of the waterbed or liquid-filled furniture.
17. Pets are not permitted without written authorization from Landlord and a Pet Addendum has been completed and ratified by Tenant and Landlord.
18. Tenants who are locked out of the Premises must engage a locksmith to unlock the Premises. At times, it may be convenient for the Landlord to unlock the Premises for a Tenant. When Tenant's Premises are unlocked by Landlord, a **FIFTY AND 00/100 DOLLARS (\$50.00)** fee will be charged to Tenant.
19. Landlord will periodically perform an inspection of Premises to ensure that the rules and regulations outlined in this addendum are being adhered to and to perform checks on major systems such as heating, cooling, plumbing and electrical. Tenant will be given twenty-four (24) hours' notice before such inspections occur.
20. If there is a fireplace in the Premises, Tenant understands that this is for ornamental purposes only and is not operational. If you try to light a fire in the fireplace, it could fill the premises with smoke and could burn down the Premises, placing Tenant and/or neighbors at severe risk of property damage, injury, and death. Tenant understands and agrees that they will never light a fire in the fireplace under any circumstances. Tenant understands that lighting a fire in the fireplace is cause for immediate termination of this Lease Agreement and Tenant will be required to vacate the Premises.
21. Tenant must give Landlord written notice of an anticipated extended absence of Tenant from the Premises in excess of seven (7) days. Tenant agrees that during any such absence from the

Premises, Landlord may enter the Premises at times reasonably necessary to protect the Premises and any property belonging to the Landlord on the Premises. If Tenant fails to give such notice, Landlord may treat the Premises as having been abandoned and may recover any actual damages sustained.

22. No charcoal cooker, smoker, grill, or any gasoline or liquefied petroleum gas-fired stove or similar device shall be ignited or used on balconies, spaces under balconies, or in any manner less than fifteen (15) feet from dwelling structure.
23. Tenant is prohibited from smoking of any kind inside the dwelling. A **THREE HUNDRED AND 00/100 DOLLARS (\$300.00)** fee will be charged to Tenant for violation of this requirement. Additionally, the cost to remediate all damage caused by unauthorized smoking such as painting, odor remediation, carpet cleaning, etc., will be the responsibility of the Tenant.
24. **It is the responsibility of the Tenant to change air filters on HVAC returns. Used filters must be replaced with a properly sized, clean, and previously unused air filter. Tenant shall change all filters at an interval that shall not exceed ninety (90) days. Tenant shall be charged for Damages and/or Cleaning Fees of the HVAC system if this requirement is not met.**

By signing below, Tenant acknowledges and agrees to the terms in Addendum A.

Signature:

DocuSigned by:  
  
 B935A098F1F34F1...

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

## Addendum B Landlord Certification Form

Landlord hereby certifies **that on** 2/23/2024, all smoke alarms in the **Premises located at:**  
 709 Kirkham St, Apt  
 B, Petersburg, VA, have been inspected and are in good working order.  
 23803

Party performing the inspection and making certification is:

☒ Landlord

### LANDLORD RESPONSIBILITIES:

In accordance with 55.1-1220 A (1) of the Code of Virginia, generally known as the Virginia Residential Landlord Tenant Act: the Landlord shall: "Comply with the requirements of applicable building and housing codes materially affecting health and safety."

In accordance with 55.1-1220 A (8) of the Code of Virginia, generally known as the Virginia Residential Landlord Tenant Act: the Landlord shall: "Provide a certificate to the Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months. The Landlord, his employee, or an independent contractor may perform the inspection to determine that the smoke alarm is in good working order." Upon each such inspection, Landlord shall:

1. Test the smoke alarms of Tenant to confirm such alarms are in good working order and that batteries (if such alarms are not AC hard-wired) are not expired as per the manufacturer's recommendations.
2. Confirm that all smoke alarms are still in the installed locations and have not been moved, removed, or tampered with.

3. Replace any removed, damaged, or expired smoke alarms.
4. Confirm that all smoke alarms are in compliance with the uniform set of standards for maintenance of smoke alarms established in the Statewide Fire Prevention Code (27-94 et seq.) and subdivision C 6 of 36-105, Part III of the Uniform Statewide Building Code (36-97 et seq.)

### **TENANT RESPONSIBILITIES:**

In accordance with 55.1-1227 A (8) of the Code of Virginia, generally known as the Virginia Residential Landlord Tenant Act: The Tenant shall: "Not remove or tamper with a properly functioning smoke alarm installed by the Landlord, including removing any working batteries, so as to render the alarm inoperative. The Tenant shall maintain the smoke alarm in accordance with the uniform set of standards for maintenance of smoke alarms established in the Statewide Fire Prevention Code (27-94 et seq.) and subdivision C of 36-105, Part III of the Uniform Statewide Building Code (36-97 et seq.)"

1. Tenant(s) shall not remove/disconnect battery or electrical power from smoke alarm(s).
2. Tenant(s) shall report all malfunctioning smoke alarm(s) to Landlord in writing (email is acceptable).
3. Tenant(s) shall not remove nor tamper with any smoke alarms.
4. Tenant(s) shall maintain smoke alarms in good working order including replacement of batteries, if necessary.

### **Maintenance Tips:**

Ensure nothing is blocking the sensors such as dust, debris, or any personal items.  
Notify management immediately if any alarm present malfunctions or breaks.

**By signing below, Tenant acknowledges and agrees to the terms in Addendum B.**

### **Signature**

Tenant: \_\_\_\_\_

DocuSigned by:  
*Alesia Chapman* 23/2024  
B935A098F1F34F1...

Tenant: \_\_\_\_\_

## **Addendum C Move-In Inspection & Mold Disclosure**

709 Kirkham Street, Apt  
Address of Premises: B, Petersburg, VA  
23803

### **TENANT INSTRUCTIONS:**

Tenant shall complete this form ("Move-In Inspection") and return to Landlord within **five (5) days** of delivery of possession of Premises to Tenant. All items are presumed to be in good condition unless otherwise indicated by Tenant on the Move-In Inspection. **Note: This form is not a repair request.** All maintenance requests should be submitted in accordance with the Lease Agreement. Landlord will use this form along all with other photographs and documentation provided by Tenant at the time of move-in as part of the move-out inspection to assist in determining charges for damage and cleaning. **Tenant shall retain a copy of all move-in documentation for Tenant's records.**

Use the following codes to signify condition: **"G" - Good, "F" - Fair, "P" - Poor, "M" - Missing, "N/A" - Not Applicable**. Tenant should make notes as appropriate on this inspection report.

**Address of Premises:** 709 Kirkham St, Apt B, Petersburg, VA 23803

| <b>(A) EXTERIOR ITEMS</b>                      | <b>MOVE-IN CONDITION</b> | <b>MOVE-OUT CONDITION</b> |
|------------------------------------------------|--------------------------|---------------------------|
| Mailbox, Driveway, Fence, Gates                |                          |                           |
| Sheds & Outbuildings                           |                          |                           |
| Lawn, Trees, Shrubs                            |                          |                           |
| Roof, Gutters, Exterior Faucet                 |                          |                           |
| Siding, Brick, Paint                           |                          |                           |
| Exterior Doors, Doorbell, Lights, Deck, Stairs |                          |                           |
| <b>Comments/Notes:</b>                         |                          |                           |
| <b>(B) GARAGE</b>                              | <b>MOVE-IN CONDITION</b> | <b>MOVE-OUT CONDITION</b> |
| Ceiling, Walls, Doors, Lights, Floor           |                          |                           |
| Cabinets, Shelves                              |                          |                           |
| Garage Doors, Door Openers                     |                          |                           |
| Door to Dwelling                               |                          |                           |
| <b>Comments/Notes:</b>                         |                          |                           |
| <b>(C) LIVING ROOM</b>                         | <b>MOVE-IN CONDITION</b> | <b>MOVE-OUT CONDITION</b> |
| Ceiling, Walls, Doors, Floors                  |                          |                           |
| Lights, Ceiling Fan, Switches                  |                          |                           |
| Windows/Screens, Drapes/Blinds                 |                          |                           |
| Smoke Detector(s)                              |                          |                           |
| <b>Comments/Notes:</b>                         |                          |                           |
| <b>(D) DINING ROOM</b>                         | <b>MOVE-IN CONDITION</b> | <b>MOVE-OUT CONDITION</b> |
| Ceiling, Walls, Doors, Floors                  |                          |                           |

|                                 |                          |                           |
|---------------------------------|--------------------------|---------------------------|
| Lights, Ceiling Fans, Switches  |                          |                           |
| Windows/Screens, Drapes/Blinds  |                          |                           |
| Smoke Detector(s)               |                          |                           |
| <b>Comments/Notes:</b>          |                          |                           |
| <b>(E) HALF BATH</b>            | <b>MOVE-IN CONDITION</b> | <b>MOVE-OUT CONDITION</b> |
| Ceiling, Walls, Doors, Floors   |                          |                           |
| Lights, Fan, Switches           |                          |                           |
| Windows/Screens, Drapes/Blinds  |                          |                           |
| Cabinets & Hardware             |                          |                           |
| Mirror(s), Sink, Faucet         |                          |                           |
| Toilet, Lid, Seat, Paper Holder |                          |                           |
| <b>Comments/Notes:</b>          |                          |                           |

**Address of Premises:** 709 Kirkham St, Apt B, Petersburg, VA 23803

|                                                       |                              |                               |
|-------------------------------------------------------|------------------------------|-------------------------------|
| <b>(F) KITCHEN</b>                                    | <b>MOVE-IN<br/>CONDITION</b> | <b>MOVE-OUT<br/>CONDITION</b> |
| Ceiling, Walls, Doors, Floor                          |                              |                               |
| Windows, Screens, Blinds                              |                              |                               |
| Lights, Ceiling Fans, Switches                        |                              |                               |
| Faucet, Sink, Cabinets, Drawers, Countertops          |                              |                               |
| Oven, Range, Stove-Top                                |                              |                               |
| Refrigerator, Microwave, Dishwasher, Garbage Disposal |                              |                               |
| Smoke Detector(s)                                     |                              |                               |
| <b>Comments/Notes:</b>                                |                              |                               |
| <b>(G) BEDROOM #1 (MASTER)</b>                        | <b>MOVE-IN<br/>CONDITION</b> | <b>MOVE-OUT<br/>CONDITION</b> |

|                                |                              |                               |
|--------------------------------|------------------------------|-------------------------------|
| Ceiling, Walls, Doors, Floors  |                              |                               |
| Lights, Ceiling Fans, Switches |                              |                               |
| Windows/Screens, Blinds/Drapes |                              |                               |
| Closet, Shelves, Rods          |                              |                               |
| Smoke Detector(s)              |                              |                               |
| <b>Comments/Notes:</b>         |                              |                               |
| <b>(H) BEDROOM #2</b>          | <b>MOVE-IN<br/>CONDITION</b> | <b>MOVE-OUT<br/>CONDITION</b> |
| Ceiling, Walls, Doors, Floor   |                              |                               |
| Lights, Ceiling Fans, Switches |                              |                               |
| Windows/Screens, Blinds/Drapes |                              |                               |
| Closet, Shelves, Rods          |                              |                               |
| Smoke Detector(s)              |                              |                               |
| <b>Comments/Notes:</b>         |                              |                               |
| <b>(I) BEDROOM #3</b>          | <b>MOVE-IN<br/>CONDITION</b> | <b>MOVE-OUT<br/>CONDITION</b> |
| Ceiling, Walls, Doors, Floors  |                              |                               |
| Lights, Ceiling Fans, Switches |                              |                               |
| Windows/Screens, Drapes/Blinds |                              |                               |
| Closet, Shelves, Rods          |                              |                               |
| Smoke Detector(s)              |                              |                               |
| <b>Comments/Notes:</b>         |                              |                               |
| <b>(J) BATHROOM #1</b>         | <b>MOVE-IN<br/>CONDITION</b> | <b>MOVE-OUT<br/>CONDITION</b> |
| Ceiling, Walls, Doors, Floor   |                              |                               |
| Lights, Fan/Exhaust, Switches  |                              |                               |

|                                      |  |  |
|--------------------------------------|--|--|
| Windows, Screens, Blinds             |  |  |
| Closet, Shelves, Rods, Cabinets      |  |  |
| Sink, Faucet, Counter-Top, Mirror(s) |  |  |
| Tub/Shower, Faucet                   |  |  |
| Toilet, Seat, Lid, Paper Holder      |  |  |
| <b>Comments/Notes:</b>               |  |  |

709 Kirkham St, Apt B, Petersburg, VA 23803

**Address of Premises:**

| <b>(K) BATHROOM #2</b>               | <b>MOVE-IN CONDITION</b> | <b>MOVE-OUT CONDITION</b> |
|--------------------------------------|--------------------------|---------------------------|
| Ceiling, Walls, Doors, Floor         |                          |                           |
| Lights, Fan/Exhaust, Switches        |                          |                           |
| Windows, Screens, Blinds             |                          |                           |
| Closet, Shelves, Rods, Cabinets      |                          |                           |
| Sink, Faucet, Counter-Top, Mirror(s) |                          |                           |
| Tub/Shower, Faucet                   |                          |                           |
| Toilet, Seat, Lid, Paper Holder      |                          |                           |
|                                      | Comments/Notes:          |                           |
| <b>(L) OTHER</b>                     | <b>MOVE-IN CONDITION</b> | <b>MOVE-OUT CONDITION</b> |
| Washer & Dryer                       |                          |                           |
| Washer & Dryer Connections           |                          |                           |
| HVAC (Units & Thermostats)           |                          |                           |
| HVAC Air Filters #_                  |                          |                           |
| Window A/C Units #                   |                          |                           |
| Water Heater                         |                          |                           |
| Fire Extinguisher (DO NOT TEST)      |                          |                           |

|                      |                        |                 |
|----------------------|------------------------|-----------------|
| Alarm System         |                        |                 |
|                      | <b>Comments/Notes:</b> |                 |
| <b>(M) # OF KEYS</b> | <b>RECEIVED</b>        | <b>RETURNED</b> |
| Door Keys            |                        |                 |
| Mailbox Keys         |                        |                 |
| Security Cards       |                        |                 |
| Garage Door Openers  |                        |                 |
| Other                |                        |                 |
|                      | <b>Comments/Notes:</b> |                 |

**Tenant understands and acknowledges that upon submission to Landlord within the prescribed time, this inventory shall become part of the Lease Agreement. Tenant agrees that it accurately reflects the condition of the Premises for the purposes of determining any refund of security deposit upon moveout.**

#### **LANDLORD MOLD DISCLOSURE**

In accordance with 55-248.11:2 of the Code of Virginia, Landlord represents that there is no visible evidence of mold in areas readily accessible within the interior of the Premises. This representation by Landlord shall be deemed correct unless Tenant objects thereto in writing within **five (5) days** of delivery of possession of Premises to Tenant.

In accordance with 55-248.16:10 of the Code of Virginia, Tenant agrees to use reasonable efforts to maintain the dwelling unit and any other part of the Premises that he occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify Landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.

**By signing below, Tenant acknowledges and agrees to the terms in Addendum C.**

**Signature:**

**Tenant:** \_\_\_\_\_

DocuSigned by:  
 23/2024  
 B935A098F1F34F1...

**Tenant:** \_\_\_\_\_

## Addendum D Statement of Tenant Rights and Responsibilities



### Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2022

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or [valegalaid.org/find-legal-help](http://valegalaid.org/find-legal-help).

#### Tenant Right

##### Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) are refundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

##### Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

##### Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§55.1-1216, 1237).

##### Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (§55.1-1214, 1226)

##### Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))

##### Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

##### Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1244)

##### Repair and Deduct:

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a

licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1244.1)

#### **Eviction:**

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§55.1-1245, 1252). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

#### **Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:**

A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing in five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing 10 days after the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. (§55.1-1243.1)

#### **Redemption (Pay & Stay):**

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriff's eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice. (§55.1-1250)

## **Tenant Responsibilities**

#### **Rent:**

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (§55.1-1204)

#### **Late Fees:**

If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10% of the monthly rent, or 10% of the unpaid balance, whichever is less. (§55.1-1204(E))

#### **Insurance:**

A tenant may be required to have and pay for renter's insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. (§55.1-1206, 1208)

#### **Access:**

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-hours' notice of maintenance. If the tenant requests maintenance, notice is not required. (§55.1-1229)

#### **Maintain Fit and Habitable Premises:**

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent



Acknowledgement of Receipt of Statement of  
Tenant Rights and Responsibilities

moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)

Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

In accordance with Section §55.1-1204 of the Code of Virginia, the undersigned parties hereby acknowledge that with respect to the dwelling unit known as:

The Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website ([dhcd.virginia.gov/landlord-tenant-resources](http://dhcd.virginia.gov/landlord-tenant-resources)) pursuant to Section §36-139 Code of Virginia.

|                                |              |             |
|--------------------------------|--------------|-------------|
| Landlord Signature             | <div></div>  | <div></div> |
|                                | Printed Name | Date        |
| Landlord Agent (if applicable) | <div></div>  | <div></div> |
|                                | Printed Name | Date        |
| Tenant Signature               | <div></div>  | <div></div> |
|                                | Printed Name | Date        |
| Tenant Signature               | <div></div>  | <div></div> |
|                                | Printed Name | Date        |
| Tenant Signature               | <div></div>  | <div></div> |
|                                | Printed Name | Date        |
| Tenant Signature               | <div></div>  | <div></div> |
|                                | Printed Name | Date        |

By signing below, Tenant acknowledges and agrees to the terms in Addendum D.

Tenant: 

DocuSigned by: Alisia Chapman 2/23/2024

Tenant: \_\_\_\_\_

Landlord: 

DocuSigned by: 2/23/2024

## Pamphlet Protect Your Family from Lead in Your Home



### Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

#### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

#### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

#### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



### Simple Steps to Protect Your Family from Lead Hazards

#### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about flaking surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

### Lead Gets into the Body in Many Ways

#### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

#### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



#### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Where Lead-Based Paint Is Found

In general, the older your home or child care facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer use of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs.
- In private and public single-family homes and apartments.
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>) or more than 0.05% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in lead-based paint in excess of 0.05% by weight.

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can stir the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft<sup>2</sup>) and higher for floors, including carpeted floors
- 100 µg/ft<sup>2</sup> and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor.
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance).
- Presume that lead-based paint is present and use lead-safe work practices.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD (5323) for a list of contacts in your area.<sup>1</sup>

<sup>1</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.<sup>6</sup>

Call your local health department or water company to find out about testing your water, or visit [epa.gov/leadwater](http://epa.gov/leadwater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

<sup>6</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program.
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination.
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*.



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/leadrule](http://epa.gov/leadrule), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>7</sup>
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**ascaron**," used to treat an upset stomach.

<sup>7</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-4339.

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U.S. EPA Washington, DC 20460  
U.S. CPSC Bethesda, MD 20817  
U.S. HUD Washington, DC 20410

800-424-LEAD  
March 2021

U. S. Environmental Protection Agency (EPA)  
Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
1 Penn Office Square, Suite 100, 100 Old  
Boston, MA 02109-0912  
(800) 573-7343

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
3000 Woodbridge Avenue  
Building 205, 2nd Floor, 225  
Edison, NJ 08817-3679  
(732) 996-6800

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1610 Arch Street  
Philadelphia, PA 19102  
(772) 816-3038

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
401 Town, 12th Floor, At: Perimeter & Town  
815 North Tower, 100  
Atlanta, GA 30303  
(404) 362-9998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5, 1110  
77 West Jackson Boulevard  
Chicago, IL 60604-0000  
(773) 512-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and the Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1405 Ross Avenue, 12th Floor  
Dallas, TX 75202-2710  
(214) 802-2700

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Research Blvd.  
Des Moines, IA 50319  
(515) 281-0423

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1100 Westway St.  
Denver, CO 80202  
(303) 212-6900

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (340) 4-2  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 847-4200

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (206) 260-  
Al and Tawak (Environmental Services)  
1200 South Avenue, Suite 100  
Spokane, WA 99201  
(509) 325-1200

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies, even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

## 8. Final Agreement - Sign and Accept

This written Lease Agreement represents the parties' full and complete understanding; there are no other agreements either written or oral. This Lease Agreement may be modified or altered only by a writing signed by both Landlord and Tenant.

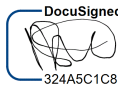
This is a legally binding document. By signing below, Tenant and Landlord accept this Lease Agreement and Addenda.

### BY TENANT(S):

\_\_\_\_\_  
 DocuSigned by:  
Alisia Chapman 2/23/2024  
B935A098F1F34F1...

### BY GUARANTOR(S):

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
**BY LANDLORD:**  DocuSigned by:  
Allana John 2/23/2024  
324A5C1C8E8A424...

Allana John  
Amanisa Realty, LLC