

STONEGATE APARTMENTS, INC.

P.O.Box 124 (Office at 500 Broce Drive)
Blacksburg, VA. 24060
540-951-2449

This Lease made _____ between STONEGATE APARTMENTS, its successors or assigns, hereinafter referred to as the LESSOR and _____ hereinafter referred to as the LESSEE (whether one or more), WITNESSETH that the Lessor demises to the Lessee, the following property to-wit: **Apartment Number** _____, for the term of **one year** commencing at noon on _____ and expiring at noon on _____ to be used during the same term ONLY AS A PRIVATE RESIDENCE, YIELDING THEREFOR THE ANNUAL YEARLY RATE SUM OF \$ _____ TO BE PAID IN MONTHLY INSTALLMENTS OF \$ _____ EACH AND EVERY MONTH DURING THE SAID TERM, WITHOUT DEMAND THEREFORE, AT THE OFFICE OF RESIDENT MANAGER OR AT 500 BROCE DRIVE, BLACKSBURG, VA. 24060 OR AT SUCH OTHER PLACE AS THE LESSOR MAY DESIGNATE IN WRITING TO THE LESSEE, ON THE FIRST DAY OF EACH CALENDAR MONTH OF SAID TERM IN ADVANCE.

LESSEE COVENANTS WITH LESSOR AS FOLLOWS:

1. **PAYMENT OF RENT**

Lessee does hereby agree to pay the Lessor the above stated monthly rental by the first day of each month plus a penalty and service charge of ten percent (10%) of the monthly rental for any rents not paid by the 5th day of each month during the rental period.

2. **NOTICE REQUIRED TO TERMINATE**

The Lessee covenants that they will vacate said premises promptly upon termination of the term of this lease, and without further demand, notice or legal proceedings of any nature. However, if contrary to these provisions, Lessee should continue in possession of the premises, and with the written consent of the Lessor, then and thereafter, Lessee shall be deemed to be a tenant under a month-to-month tenancy, upon the same terms as herein provided, and will vacate said premises upon receipt of thirty (30) days notice in writing from Lessor. If said continued occupancy shall be without the written consent of the Lessor, Lessee shall be deemed to be a tenant at will and liable to summary eviction by the Lessor without further notice.

3. **PROPERTY REMOVAL FROM PREMISES**

The Lessee hereby covenants and declares that the Lessee will not remove furniture or other personal property, from the premises, or any part of the same, while any portion of the rent reserved to be paid hereunder remains unpaid, whether it be the property of the recognized tenant or of others, and the whole of the same shall be liable for the rentals due or to become due under this lease; that the proceeds from the sale of all such property shall be held and applied to the payment of the rentals due or to become due hereunder, and that the Lessor shall be in no wise liable for any action therefore. The Lessee hereby waives the benefit of the homestead exemption laws of the State of Virginia as to all obligations hereunder. If the Lessee desires to vacate the premises hereby leased and remove the furniture before the expiration of this lease, the Lessee may do so by paying the unpaid balance or rent due under terms of this lease or by giving the Lessor bond or other security satisfactory to the Lessor for all rent that will become due by the expiration of this lease.

4. **VIOLATIONS**

By Lessee, their family or their guests, of any of the obligations of this agreement, including among other violations any disorderly conduct or breach of the rules and regulations under this lease, or any failure to pay rent on the date due, shall give the Lessor the right to terminate this lease as provided by the laws of the State of Virginia, and Lessor thereupon may enter premises, take and retain possession thereof, and exclude Lessee there from. The Lessor shall also have the right to store or otherwise dispose of any property remaining on or about the premises after the termination of this lease, including any renewal or extension thereof. Any such property left on or about the premises shall be considered Lessor's property and title shall conclusively be presumed as having vested in Lessor, and in disposing of said property, Lessor shall have the right to sell the same at public or private sale and Lessee releases all claim to said property and any and all claim against Lessor to said property. Lessor shall have the right to be a purchaser at any such sale. If the Lessee shall remove or attempt to remove any goods or property from the leased premises otherwise than in the ordinary and usual course of continuing occupancy without having first paid and satisfied Lessor for all rent and other charges which may become due during the entire term of this Lease, the premises may be considered ABANDONED by the Lessor and the Lessor shall have the right with proper notice to store or otherwise dispose of any property left on or about the premises by the Lessee, after Lessee has abandoned the premises. Determination by the Lessor of what constitutes disorderly conduct or other violation of the obligations of this agreement is final and conclusive for all purposes. All remedies agreed to in this lease are cumulative of all other remedies provided by law for enforcement of the lease provisions by Lessor. Lessee agrees that acceptance of partial payment by Lessor after notice of termination will not constitute waiver of the notice unless Lessor agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Lessor except to reduce Lessee's obligation to Lessor by the amount of such partial payment. Waiver by Lessor of any defaults or breaches by Lessee shall not bar Lessor thereafter from requiring immediate performance by Lessee of the Obligations of this lease, nor shall Lessor be barred thereafter from requiring immediate exercise of any of Lessor's rights or remedies in case of continuing or subsequent default or violation by Lessee.

5. **ASSIGNMENT AND USE OF PREMISES**

THE PREMISES SHALL BE USED ONLY AS A PRIVATE RESIDENCE. Lessee shall have no right to assign or sublet the premises or any part thereof or to assign for the benefit of others any of Lessee's rights and privileges hereunder without the prior written consent of Lessor. Lessee understands and agrees that Lessor's consent may be conditioned upon the payment of a fee. Notwithstanding any consent so given, Lessee shall remain liable for performances of Lessee's obligations hereunder unless otherwise expressly stated in Lessor's consent. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for Lessor's consent to any subsequent assignment or subletting. The prohibition of this paragraph applies to any assignment that might occur either voluntarily or by operation of law. Without the prior written consent of Lessor, no persons other than Lessee shall occupy the premises at any time.

X Initial: _____

6. LESSOR'S LIABILITY

The Lessee agrees to hold the Lessor harmless, and to indemnify said Lessor, for those acts and or omissions, whether negligent or willful, on the part of the Lessee, their guests, and invitees concerning Lessee's occupancy of the leased premises: further, it is the intention of the parties that the liability of the parties hereto is governed by those principals as set out in Section 55-248.13 and 55-248.16 of the Code of Virginia, 1950 as amended.

7. DAMAGE BY FIRE OR ELEMENTS

If the premises should become damaged by fire, the elements or other casualty, Lessor shall proceed with reasonable diligence to repair the premises, provided however, the Lessor may elect in the alternative to terminate this lease, in which event Lessee shall be notified within twenty (20) days after the damage. If Lessor shall determine that more than thirty (30) days are required to repair the premises, the rent shall abate from the date of damage until the premises are repaired. If Lessor shall determine that more than ninety (90) days are required from the time of damage to repair the premises, Lessee shall have the right to terminate this lease upon written notice to Lessor.

8. CARE OF PREMISES

Lessee agrees to use in a reasonable manner the premises and all parts thereof and all appliances and appurtenances now or hereafter in the premises, including locks, trimmings, plumbing and electrical fixtures and at Lessee's expense to restore and repair all parts of the premises and property furnished by Lessor and contained therein which may at any time be destroyed, defaced, damaged, impaired or removed from the premises by Lessee, his agents, servants, visitors, or any other persons occupying the premises whether or not with Lessee's consent. Lessee agrees to keep the premises clean and safe at all times and to leave the premises in as good repair as found at the commencement of the tenancy, natural wear and tear expected. Lessee agrees not to keep or use or permit the storage or use of any combustible or explosive materials in or about the premises. In the event Lessor shall determine that any conduct or omissions by Lessee are in conflict with any provisions or requirements of insurance policies upon the buildings and grounds of which the premises are a part, then upon written notice from Lessor to Lessee, Lessee agrees to correct immediately any conduct or omissions so conflicting. If Lessee shall fail to comply promptly with any of the covenants in this paragraph contained or if Lessor shall incur any damages, loss or cost because of the carelessness, ignorance or neglect on the part of the Lessee or any other persons using the premises, then the Lessor at his option may take all steps necessary in Lessor's judgment to have repairs or replacements made, losses restored or the premises cleaned, and Lessee shall promptly pay Lessor's expenses incurred therefore with the next installment of rent, and upon Lessee's failure to do so, Lessor shall have the right to collect such costs and expenses in the same manner as herein or by law provided for the collection of delinquent rentals. Lessee shall be responsible for the cleaning, vacuuming and shampooing of all carpeting in the premises at Lessee's expense during the term hereof and upon termination of the tenancy.

9. ENTRY FOR INSPECTION AND OTHER PURPOSES

Lessee hereby agrees and consents that Lessor, Lessor's agents and others designated by any of them shall have the right to enter the premises at all reasonable times for the purpose of inspecting or showing the premises for sale or rent or making any repairs or routine maintenance, or making any repairs the Lessor may deem necessary or desirable, including without limitation, insect or pest extermination, whether or not Lessee or any of Lessee's household be present and Lessee further agrees this is reasonable and proper. It is the intent of this paragraph that Lessor has the right to enter the premises to the fullest extent granted and permitted by law. It shall be the responsibility of Lessee to notify Lessor prior to any absence by Lessee and his household from the premises for a period exceeding seven (7) days.

10. WATER AND TRASH COLLECTION

The Lessor will provide water, sewer and trash collection. It is mutually understood and agreed by and between the parties hereto, that in case it shall become necessary or proper at any time, from accident or for improving the condition or operation of the heating apparatus, plumbing, air conditioning, machinery, electric equipment, or anything appertaining thereto, to omit the operation of said apparatus, or other service until all necessary repairs or improvements shall have been made and completed, and the Lessor shall be at liberty to do same without in any manner or respect affecting or modifying the obligations or covenants of the said Lessee herein contained or rendering Lessor liable for any damage or offset by reason thereof. The Lessee agrees to be reasonable as to the use of utilities and the equipment within the premises and further agrees to keep windows and doors closed whenever heating or cooling system is in operation. Excessive use of utilities will be paid for by the Lessee if furnished by Lessor. No equipment such as air conditioners, washer, dryer, etc., may be installed by Lessee unless prior written permission is received from Lessor or Lessor's agent.

11. RIGHT OF ENTRY

The Lessee agrees not to use or permit the leased premises to be used for any illegal or immoral purpose, or to cause nor to permit any members of the family, guests, or employees, to make or commit any disturbances in the building or on the grounds, or to obstruct, annoy or in any way interfere with the other residents, their guests or employees. The Lessee understands and agrees that upon the breach by the Lessee, any members of the family, guests, or employees, of any of the terms, covenants, rules or conditions contained in this lease, that the Lessor shall have the right, at his option, to immediately terminate this lease and shall be entitled to immediate possession thereof. In case of such termination of lease and possession of the premises by the Lessor, the Lessee agrees to remove himself, his guests or employees from the premises immediately, if so required by the Lessor. Lessee consents that the Lessor, agents or assigns, shall not be liable to prosecution or damage for so resuming possession of the premises or for the eviction of the Lessee from said premises.

12. FAILURE OF PRESENT TENANT TO VACATE

It is further understood that should the present occupant of the leased premises fail to remove or vacate the same upon the expiration of the existing lease, that the Lessor shall use every reasonable legal effort to compel the removal from, or vacation of, said premises, so that the Lessee hereunder may have possession; but Lessor shall not be held liable for any damage other than a rebate of rent for the time elapsing from the beginning of the term covered by this lease until possession is delivered hereunder but if possession cannot be given within thirty (30) days after commencement of such term, either party may then terminate this lease by written notice to the other.

13. CONTRACTUAL REMEDIES OF LESSOR

The rights and remedies of the Lessor herein provided for are cumulative and in addition to those now or hereafter given by law, and may be exercised or enforced by the Lessor, his agents, personal representatives or assigns; and all promises and undertakings here in made by the Lessee are binding on the latter's personal representatives and assigns.

14. ENTIRE AGREEMENT

It is further understood and agreed between the parties to this agreement that it contains the entire agreement between parties, that all prior negotiations and agreements are merged herein, and that all additions to or alterations or changes in this agreement must be in writing and signed by both parties. It is further understood and agreed between the parties to this agreement that no waiver or modification of any clause or condition hereof shall be valid unless the same is reduced to writing and especially adopted as part of this agreement.

15. ENFORCEMENT OF OBLIGATIONS

When in the course of exercising its rights and remedies hereunder, Lessor has resorted to the advice or other services of an attorney and is by law entitled to the recovery of attorney's fees, Lessee covenants and agrees to pay the same. Lessee expressly agrees that in a case involving the collection of money, one-third of all amounts due from Lessee to Lessor shall be a reasonable attorney's fee, and in all other cases, the fee actually charged by Lessor's attorney shall be deemed reasonable. Lessee further agrees to pay all reasonable costs and expenses in addition to attorney's fees that are incurred by Lessor in the exercise of its rights and remedies hereunder. As to Lessee's obligations hereunder, Lessee hereby waives the benefit of all homestead exemption laws of the Commonwealth of Virginia and of the United States. Notwithstanding any provisions hereof to the contrary, attorney's fees shall be awarded in accordance with the "Virginia Residential Landlord and Tenant Act", where applicable.

16. COMPLETION OF APARTMENT

Lessor agrees to make every effort to have the above mentioned apartment completed and ready for occupancy on the commencement date of this Lease. In the event such apartment is not completed and ready for occupancy on said commencement date, this lease shall become effective on the date of occupancy for the remainder of the term of this lease, and the rent for the remainder of the month in which the apartment is occupied shall be prorated. Lessor shall not be held responsible for failure to have the apartment completed and ready for occupancy on the commencement date of this lease.

17. SECURITY DEPOSIT

Lessor acknowledges the receipt from Lessee of \$ _____ as security for the faithful performance by Lessee of their obligations hereunder. In the event of any breach or failure of Lessee hereunder, then Lessor shall have the right to use and apply the said security in the manner provided and permitted by law. Within seventy-two (72) hours following termination of the tenancy, Lessor will make a final inspection of the premises to determine appropriate charges, if any, against the security. If Lessee shall well and faithfully perform his obligations hereunder, then within forty-five (45) days after termination of the tenancy and delivery of possession of the premises to Lessor, Lessor shall return the amount of the security, together with interest, if any, required by law to be paid thereon, to Lessee. No part of the said security shall be applied by Lessee for payment of any part of the rentals hereunder reserved or in satisfaction of any other monetary obligation of Lessee hereunder, and the Lessee shall pay rentals herein required as though no security were every made.

18. NO PETS PERMITTED without Pet Agreement

Lessee understands and expressly agrees that no cats or dogs or other animals of any kind will at any time during the term of this lease be kept or permitted in the buildings and grounds of which the premises are a part unless Lessor's express written consent is given thereto. Lessor may, but shall have no obligation to, permit Lessee and other Lessees to keep pets in and about the premises, subject to certain rules and regulations from time to time adopted, including without limitation the assessment of additional rental and security. The prohibition of this paragraph is continuing. Lessee expressly agrees that if any pets are brought or permitted in or about the premises without Lessor's prior written consent and without the prior payment of additional pet charges, if any are by Lessor imposed, Lessor shall have the right, among all others, to terminate the tenancy and declare all rentals immediately due and payable.

19. RULES AND REGULATIONS

Lessee hereby acknowledges that they have received and reviewed a copy of the rules and regulations entitled "House Rules". Copies of the said rules and regulations are furnished with this lease, and by this reference thereto each and every said rule is incorporated herein so that a breach of any such rule is a breach of this lease. Lessee covenants for themselves, their family, visitors, and employees that these rules shall be faithfully observed and performed. Lessor reserves the right from time to time to adopt such other and further rules as in Lessor's judgment are necessary or desirable to promote the convenience, safety or welfare of all Lessees in the buildings and grounds of which the premises are a part or to preserve the Lessor's property from abusive use or to make a fair distributions of services and facilities held out for Lessee and other Lessees generally. Lessee covenants that such additional rules and regulations from time to time adopted shall be observed and performed by themselves, their family, visitors and employees.

20. FALSE INFORMATION

Lessee agrees the Lessor shall be entitled to all applicable remedies as if a default by Lessee has occurred at any time that Lessor shall determine that information given or contained in Lessee's applications for this lease is false.

21. CAPTIONS AND HEADINGS

Captions and headings contained in this lease are for convenience and reference only and shall in no way diminish or otherwise affect the provisions of each paragraph herein stated.

22. SEVERABILITY OF LEASE PROVISIONS

Lessor and Lessee agree that if any word, phrase or other provision of this shall be declared by a competent tribunal having jurisdiction of the subject matter to be invalid or unenforceable, the remainder of the lease shall be unaffected thereby and shall remain and continue in full force and effect, unless the survival of such remainder shall be grossly inequitable to either Lessor or Lessee.

23. JOINT AND SEVERAL LIABILITY

If two or more individuals shall execute this lease as Lessee, the liability of each such individual to pay rent and perform all other of Lessee's obligations hereunder shall be deemed to be joint and several.

24. APPLICABLE LAW

This lease is to be governed and constructed in all respects and enforced according to the laws of the Commonwealth of Virginia.

25. AGENT LIABILITY

Agent is a party to this lease solely for the purpose of enforcing its rights under this lease agreement and it is understood by all parties hereto that Agent is acting solely in the capacity as Agent for Lessor. Lessee agrees to look exclusively to Lessor with respect to the covenants and agreements to be performed by Lessor hereunder.

LESSOR by _____

LESSEE _____

LESSEE _____

LESSEE _____

LESSEE _____

Stonegate Apartments, Inc.

P.O.Box 124 (Office at 500 Broce Drive)
Blacksburg, VA. 24060
540-951-2449

HOUSE RULES

TO: Residents of Stonegate Apartments

FROM: Rental Office

SUBJECT: Rules and Regulations for Residents; Standard Vacating Check-list; List of Apartment Deficiencies. These are a part of your lease agreement with us.

The following information will be extremely important to each of you as it is part of the lease agreement, so please read it completely and carefully.

- (1) For the present time and until further notified (by posting at the office, and in each building), the following will be in effect. Person authorized to manage premises, receive and receipt for notices, demands and service of process is:

MANAGER OFFICE LOCATION

April N. DeMotts, CAM
Stonegate Apartments Apt. 61
P.O. Box 124, 500 Broce Drive
Blacksburg, VA 24063-0124

OFFICE HOURS

OPEN: Monday through Friday
9:00 a.m.-5:30 p.m.

CLOSED: Saturday and Sunday

MAINTENANCE REQUESTS DURING NORMAL HOURS 951-2449

- (2) These may be taken care of by calling 951-2449. Keep in mind that light bulbs are to be replaced, as needed, by the resident. Cost of correcting problems caused by the resident's neglect (plugging commode, damages) will be charged to the resident.

EMERGENCIES AFTER NORMAL HOURS 951-2449

- (3) After hour maintenance will be restricted to EMERGENCY SITUATIONS involving water leaks, fire, and heating failures which cannot possibly wait to the next working day, and any other situation deemed an emergency which might result in damage or loss of property, real or personal. In such situations, call 951-2449. The answering service will call the emergency personnel on call. Please give the answering service a number where you may be reached at that time. Some emergencies might require the aid of the police or the fire department. Whenever such situations occur, by all means call the appropriate emergency service first, and then notify the office.

The following numbers are provided for your convenience in the event of an emergency other than maintenance:

Fire	911
Life Savings	911
Blacksburg Police	911
Virginia State Police	1-800-542-5959

PLUMBING FIXTURES

- (4) All plumbing fixtures should be used only for the purpose intended. Therefore, no solid articles, disposable diapers, rags or rubbish should be placed in them. Articles that must be removed from drains or commodes due to the negligence of the resident will be at their expense.

CHARGES

- (5) All charges (late fee, bad checks, damages charges, etc.) remaining unpaid at the end of the month will be deducted from the next payment made on the account prior to crediting payment against monthly rent. Please be sure to pay all outstanding bills with us immediately, as not to incur late rent charges the following month.

BAD CHECKS

- (6) Any check returned from the bank unpaid for any reason, will require a \$25.00 service charge. Since a returned check delays rental payment, late fee will apply. Notice will be served immediately for payment of rent late charges, and service charges.

SUBLEASING

- (7) Considerable numbers of problems are arising from unknown, unauthorized subleasing practices. Each lease contains a clause pertaining to subleasing.

PASS KEY

- (8) Pass keys and other considerations cannot and will not be extended to any person not a party to the lease (signature on the lease) or an authorized (in writing) sublessee. This policy must, and will be strictly observed to protect privacy and property against unauthorized person or persons entering your apartment.

PETS

- (9) Pets are not allowed on the premises without a separate security deposit of \$300.00 and \$25.00 monthly increase in rent and written permission in each instance. Such consent, if given, shall be revocable at any time. Lessor reserves the right to refuse to accept any animals Lessor deems dangerous. Lessor shall be the sole determining authority as to what Lessor considers dangerous. In no event shall any animal be permitted in any public portion of the building unless carried or on a leash, nor in any grass or garden plot under any condition. Please "walk" pets away from apartment premises. Pets are not permitted to be chained unattended outside of apartment. Pets may not be allowed to become a nuisance to other residents, or Resident will be notified to remove animal. Also, if you had a pet in the apartment, you will need to fumigate the apartment at the end of the lease for fleas, and if necessary, deodorize the carpets for any pet odors. If we need to go back and have the apartment exterminated or deodorized, you will be responsible for the additional charges. A separate policy applies for pets found in the complex without permission.

MAILBOX AND DOOR LOCKS

- (10) Your name should be placed in the back of your mailbox to assist the Postal Department in providing accurate delivery. Locked type boxes are provided. Replacement keys for the apartment or mailboxes will be \$10.00 each. No tenants shall alter any lock or install a new one. Chain locks may be installed, but must be left in place upon vacating of the premises. Tenants who are habitually careless in locking themselves out of their apartment will be required to pay a servicing fee to gain admittance.

TRASH UNITS, HALLWAYS, AND AREAS

- (11) NO trash cans or trash bags are to be set in the hallways or on balconies. Trash when removed from the apartment must be taken directly to the dumpsters behind the buildings. Your assistance in this matter will greatly help the appearance of the area in which you live.

It is the responsibility of the tenant to keep the hall area adjacent to his apartment clean as well as the balcony or patio area. No clothing or other articles of any kind are to be hung from windows, porches, or other exterior parts of the building.

No bicycles, motorcycles, or any other articles are to be kept in the hallways, laundry rooms, stairwells. Anything left in these areas will be disposed of without notice.

PEST CONTROL

- (12) Professional services are available for your convenience whenever a problem in this area should occur. Call just as you would for maintenance service and we will have the professional exterminators alleviate the problem for you.

AUTOMOBILES AND OTHER VEHICLES

- (13) No automobile, truck, motorcycle (or other motorized vehicles or trailers) is ever to be driven or parked on any area other than the street and parking areas provided. No parking on grass. No boats, trailers, campers, or unlicensed motor vehicles are ever to be driven or parked in parking spaces provided for resident's use. Only bicycles will be permitted on the grounds.

Speed limits of 10 mph in roadways or parking areas.

Violations of the above will be subject to removal at the owner's cost and liability.

WINDOWS AND SCREENS

- (14) Each resident is responsible for all window and window screens, including doors, in his apartment. They should not be removed. If damage or loss occurs, the resident retains full responsibility and any damages occurring will be assessed for repair or replacement and immediate payment by the Lessee will be made.

PICTURE HANGING

- (15) Pictures may be hung if discretion is used on the number of pictures on any wall. No tape, glue, or sticker type picture hangers may be used. Only metal picture hangers, which use small finishing nails, may be used without charges against the damage deposit. Again, discretion as to the number of pictures must be used.

NOISE

- (16) Loud playing of radios, televisions, or sound reproduction equipment is discouraged at any time, and especially after 11:00 p.m. on weekdays and 12:00 A.M. on Friday and Saturday nights. Excessive volume of such equipment, or any loud laughing, talking, or boisterous conduct is prohibited, and will be dealt with by the local authorities. Habitual disturbance of the peace and quiet of the premises will result in cancellation of the tenant's lease.

LOCK-OUTS

- (17) A charge of \$25.00 will be assessed on lock-outs between 6:00 p.m. and 9:00 a.m. on weekdays. The fee is \$35.00 at any time on weekends or holidays.

WATERBEDS

- (18) Waterbeds are not permitted in our apartments anywhere or anytime.

RUMMAGE SALES

- (19) Rummage/yard sales are not permitted in the complex.

WATER PIPES

- (20) If you will take the following precautions in the winter, the possibility of frozen water pipes in your apartment will be virtually eliminated. Liability for damages to apartments resulting from failure to maintain normal heating at all times will rest with the Lessee.

- 1. Leave heat on normal 55-60 degrees AT ALL TIMES, in particular when you are away for several days.
- 2. Leave cabinet doors open under the sinks.

ANTENNAS

- (21) No outside radio or television antennas will be permitted without the expressed written consent of the management

UTILITIES

- (22) The lessee must supply electrical service for the apartment from the first day of the lease to the last day of the lease.

INSURANCE

- (23) Each leasee is required to be covered by a renter's insurance policy to cover loss of personal property and to have liability coverage of at least \$500,000.00.

These general rules and regulations are a part of your lease agreement with us.

I have read the above rules and regulations and agree to adhere to them in all circumstance.

SIGNATURE _____ Apartment _____ Date _____

SIGNATURE _____

SIGNATURE _____

SIGNATURE _____

Stonegate Apartments, Inc.

P.O.Box 124 (Office at 500 Broce Drive)
Blacksburg, VA. 24060
540-951-2449

Standard Vacating Check-List

The following information is provided to assist vacating leasees in preparing their apartments for "check out" inspection. It is by no means all inclusive but is prepared based on past experiences and is intended as a guide or check-list and presents general guidelines used in assessing charges for cleaning and/or damages. You will be "checked out" by the deficiencies sheet you completed at occupancy. Any condition not annotated at occupancy will be deemed to have occurred during your occupancy. All personal property must be removed from the apartment prior to "check out" inspection.

1. Clean apartment thoroughly. Apartment must be clean at the end of the lease.
2. Ceiling and walls must be free of dirt, grease and fingerprints. Marks or chipped paint from hard use and the result of moving will be estimated accordingly.*
3. Dishwasher, range, burners, racks, oven and range hood must be clean. \$5.00-\$35.00 each.
4. Refrigerator must be defrosted and clean. \$5.00-\$35.00
5. Kitchen walls and cabinets must be clean and free of grease. \$5.00-\$35.00
6. Vinyl floors must be cleaned and waxed. \$10.00-\$35.00 per room.
7. Abnormal wear and tear on apartment and carpet; estimate made for labor and materials.*
8. Carpet must be cleaned and vacuumed. The carpet should be in the same condition and shape as it was when the apartment was originally turned over to the resident. The following charges will be made if additional vacuuming or cleaning is necessary in any apartments unit: 1 bdrm \$ 125.00, 2 bdrm \$175.00. Also, if you had a pet in the apartment you will need to fumigate the apartment for fleas, and deodorize the carpets for any pet odors.**
9. Bathroom must be thoroughly cleaned. \$5.00-\$50.00
10. Damage to medicine cabinet, closet doors, appliances, fixtures, screens and glass should be repaired. Cost of labor and materials will be estimated.
11. Porches and Balconies must be cleaned. \$25.00
12. Windows must be cleaned. \$1.00 per window section.
13. Return all keys or \$ 50.00 charged for each new lock.
14. General:
 - (a) Damage to floors or carpet Replacement cost
 - (b) Missing, broken windows or screens Replacement cost
 - (c) Removal of debris (trash, broken, discarded furniture, etc) or personal property. \$30.00 per hour with a minimum of \$30.00
15. Broken or missing smoke alarm. \$25.00
16. Remove all personal belongings from the apartment. Any item left behind will be considered abandoned and will be placed in trash.*
17. Please remove name tag from mailbox and leave notice with post office for mail to be forwarded to your new address.
18. Please call the electric company, telephone, Ethernet and cable companies for service to be discontinued.
19. Damage to the NTC outlet box is \$200.00.

*Any damage, unusual wear and tear and cleaning that is necessary is figured at \$30.00 per hour labor plus any material expense.

**Any pet damage will be taken from the deposit and charged at the estimated contract rate for repairs or additional service.

We turned the apartment over to you in good condition and we thank you for your cooperation in doing the same.