

LEASE AGREEMENT

IN THIS LEASE the words "Owner" or "us," "we" or "our" means the landlord, EDR Charlottesville Wertland, LLC, with an office at 301 15th St NW, Charlottesville, VA 22903. The word "Manager" means our property manager, EDR Management Inc., with offices at 216/218 14TH STREET, Charlottesville, VA 22903. The words "Resident" or "you" and "yours" mean the resident(s).

DATE:

RESIDENT NAME(S):

We will lease to you Apartment #_(the "Apartment" or the "premises") in the Apartment Community known as "Wertland Square" and located at 216/218 14TH STREET, Charlottesville, VA 22903 (the "Community") on the following terms:

- 1. LEASE TERM.** The Lease starts on at (the "**Starting Date**") and ends at on (the "**Ending Date**"). The period of time between the Starting Date and the Ending Date is the "**Lease Term**". You are liable under the terms of this Lease for the full Lease Term. If your Lease begins after the first day of the month, your first month's Rent will be prorated on a daily basis to the end of that month. You may not occupy the Apartment until the Lease and any other documents we require have been completely executed and delivered to and accepted by us. If we determine, in our sole discretion, that your Apartment is not available for occupancy on the Starting Date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the Starting Date of the Lease Term until your Apartment is available for your occupancy. **Except as explicitly required by law, we are not liable to you for any damages, of any kind, caused by or related to the failure of your Apartment to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.**
- 2. MAIL BOX.** We will assign you a mail box that you may use in common with other residents of the Apartment (if any) (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", your mail will be placed in the Mail Box. We assume no liability for loss or delays in delivery and/or failure of delivery.
- 3. RENT.** You will pay us the monthly rent of \$ ("**Rent**"), in advance, on or before the **1st** day of each month, without any notice or demand from us for payment. You will pay the Rent to us at our business office at 301 15th St NW, Charlottesville, VA 22903, or at our online payment site (or such other place of which you are notified by us in writing). Except as provided by law, you may not withhold all or part of the Rent for any reason, or to reduce or offset Rent payable under the Lease by any amounts that you claim we owe you. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent. We do not send bills or reminders for rental payments.
Prorated move-in amount of \$ due on and prorated move-out amount of \$ due on.
You will pay us a late charge of seventy five dollars (\$75.00) for each Rent payment that is not paid within five (5) days after the first day of the month. You also agree to pay us interest at the rate of eighteen per cent (18%) per annum on any amount not paid when due. After the fifth day of the month, we may elect to begin eviction proceedings. Post-dated checks will not be accepted. If you choose to make an electronic payment, transaction fees may apply. Only one check per apartment will be accepted.
- 4. JOINT AND SEVERAL LIABILITY.** If more than one Resident signs this Lease, then each Resident is responsible to pay the entire amount of Rent owed and is responsible for compliance with all other terms and conditions of this Lease. Any release or waiver of claims against one person signing as Resident does not act as a re-Lease or waiver of claims against any other person(s) signing as Resident.
- 5. SECURITY DEPOSIT.** We acknowledge receipt of a security deposit in the amount of \$ ("**Security Deposit**"). If you are in default under this Lease, we may use the Security Deposit to pay any amounts you owe us under the Lease. You may not direct that the Security Deposit be applied as Rent for any period under the Lease. At the end of the Lease term, the Owner shall restore the premises to the condition existing at the beginning of the Lease term, normal wear and tear excepted, which may include, but is not limited to, cleaning, removing trash, and painting, and to make appropriate

charges against the Security Deposit for any item not attributable to normal wear and tear.

After these deductions, and deductions for accrued rent, late charges as set forth below, the administrative fee described below, and any other fees or expenses due pursuant to the terms of the Lease, the Landlord will return any remaining balance of the Security Deposit, plus any accrued interest as may be required by law, together with an itemized statement of the damages to the premises, to the designated Contact Person, within forty five (45) days following the end of the Lease term. If there is a balance due, all responsible parties will receive an itemization detailing the outstanding charges. Any outstanding balance is due within 30 days of receipt of the itemization. If the Lease is renewed by any resident on or added to this Lease, the Security Deposit shall be retained and applied to such Lease renewal.

6. UTILITIES. We will furnish the following utilities (through independent third party providers), if checked:

Cable TV, Electricity, Gas, Water, Sewer, Garbage Removal, Telephone.

You agree to pay for all other utilities, any related deposits, and any fee or other charge, for other utilities. You must not allow utilities to be disconnected - including disconnection for not paying your bills - through the seventh day following the Ending Date of the Lease Term. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge or failure unless caused by our gross negligence or willfulness. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation of any of the rules or regulations of the cable, telephone and/or internet service provider.

7. INTERNET. We will provide internet service to you for your noncommercial use. If you are billed monthly for utilities, the costs are due and payable within 7 days of the receipt of the bill. If electricity, gas and/or water are the responsibility of the Resident(s), the Resident(s) hereby agrees to continue these utilities for seven (7) days after the last day of the term of this Lease to allow for any needed cleaning or repairs. If you do not continue the utilities as stated in this paragraph, you agree to pay us a **\$50.00** reconnection fee, per utility.

8. RELOCATION. If you request to be relocated and we are able to accommodate your request, you agree to pay us a relocation fee of **\$200.00** in advance of any relocation. Our consent to one or more relocations will not be a waiver of our right to withhold consent to any future relocation. In the event of an emergency, as determined by us, we may relocate you on 5 days' notice.

9. FURNISHINGS. You assume full responsibility for items furnished by us and agree to return them to us on the Ending Date of the Lease Term in the same condition they were in on the Starting Date of the Lease Term, reasonable wear and tear accepted. You will not remove our furniture, fixtures, and/or furnishings from the Apartment for any purpose. You are responsible for all loss, breakage or other damage to items furnished to you.

10. RIGHT OF ENTRY. So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. You may not change any locks. You agree that your request for maintenance or repairs shall constitute permission to enter.

11. LIMITATION OF LANDLORD'S LIABILITY. We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior.

WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY. You agree that we do **not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection**

against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.

- 12. DAMAGE TO APARTMENT.** If the premises or the Community are damaged or destroyed by fire or casualty to an extent that the Resident's enjoyment of the dwelling unit is substantially impaired or required repairs can only be accomplished if the Resident vacates the dwelling unit, either the Resident or the landlord may terminate this Lease. The Resident may terminate this Lease by vacating the premises and within 14 days thereafter, serving on the landlord a written notice of his intention to terminate the Lease, in which case the Lease will terminate as of the date of vacating. In such event, the landlord may terminate this Lease by giving the Resident 30 days' notice of his intention to terminate, based upon the landlord's determination that such damage requires the removal of the Resident and the use of the premises is substantially impaired, in which case this Lease terminates as of the expiration of the notice period.

If we reasonably believe that you, your guests, invitees or authorized occupants were the cause of the damage or casualty, rent shall not abate.

- 13. DEFAULT.** You will be in default of this Lease if:

- a. You fail to pay Rent within five (5) days after it is due;
- b. You fail to pay any other amount owed as required by this Lease;
- c. You do not do any of the things you agree to do under this Lease, any addendum to this Lease, or you violate the Rules and Regulations governing all Community residents;
- d. Any of the utilities which are payable by you are disconnected or shut-off because of non-payment;
- e. You violate any obligations imposed upon you by provisions of building, health, and housing codes materially affecting health and safety;
- f. You abandon or do not live in the Apartment during the entire Lease Term;
- g. You or the Guarantor make or have made any false statement or misrepresentation in any information provided to us;
- h. You are convicted of any crime punishable by imprisonment;
- i. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- j. You keep or permit any guest or other person on the premises with your consent to possess any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Apartment; or

- 14. REMEDIES.** If you are in default of this Lease, we can, without demand or notice (other than any notice required by law), in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Sue to collect past due Rent and any other costs incurred because of your violation of the Lease;
- c. Terminate the Lease and your right to occupy the Apartment and institute an action for eviction;
- d. Report all violations to credit reporting agencies.

The exercise of any remedy by us should not be taken to exclude or waive our right to exercise any other right or remedy which we may have under applicable law. Even if we accept sums due from you after you are given notice to vacate your Apartment or an eviction suit is filed against you, such acceptance is with reservation and does not waive or diminish our continuing rights of eviction and collection or any other contractual or statutory right, unless we specifically agree to it in writing.

- 15. RULES AND REGULATIONS.** You agree to comply with all rules and regulations attached to this Lease, and any reasonable amendments or modifications thereto of which you are given notice, as well as to the requirements set forth in the Resident Handbook ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. You acknowledge receipt of a copy of the Resident Handbook.
- 16. CONDITION OF APARTMENT.** An Apartment Condition Form will be provided to you at the time that you move in to the Apartment. Within 5 days after you move in, you are required to return the Apartment Condition Form and notify us in writing of any claimed defects or damages in your Apartment. If you do not do so, you agree that the Apartment and the fixtures and appliances in the Apartment are in a clean, safe and good working condition and you will be responsible for any defects or damage that may exist on the Ending Date of the Lease. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN THE APARTMENT CONDITION FORM THAT YOU RETURN TO US, YOU ACCEPT YOUR APARTMENT, AND THE FIXTURES AND APPLIANCES IN YOUR APARTMENT, IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO YOUR APARTMENT AND THE FIXTURES AND APPLIANCES IN YOUR APARTMENT.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person in violation of this Lease or by the negligent or careless use of the Apartment or any part of the Community including without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom; damage to furniture, appliances, doors, windows or screens; damage from windows or doors being left open; and repairs or replacements to security devices necessitated by misuse or damage. You agree to pay us for making these repairs within ten (10) days after we send you an invoice. Except for ordinary wear and tear from normal usage, you are responsible to us for any damage to your Apartment and the furnishings provided in the Apartment. Your obligation to pay the cost of repairs described in this paragraph will continue after the Lease terminates.
- 17. USE OF THE APARTMENT.**
- a. You will use the Apartment as a dwelling only for you and your family and for any other Residents who have signed this Lease and will not use the Apartment or allow the Apartment to be used for any unlawful purpose.
 - b. No adults other than any other Residents who have signed this Lease shall be allowed to live in the Apartment for more than seven (7) days.
 - c. You are responsible for the acts and conduct of your guests, and must accompany them at all times while they are in the Apartment or in the Community.
 - d. You will not make changes to the Apartment or change the appearance of any walls, floors, carpeting, windows, doors, appliances, fixtures or furnishings without our prior written permission. If you receive our prior written permission to make any changes, any items you install in the Apartment will immediately become our property but you may use them until the Lease terminates.
 - e. You will keep the Apartment and all walls, floors, carpeting, windows, doors, appliances, fixtures and furnishings in clean and safe condition. You will not destroy or damage any part of the Apartment or any of our fixtures and furnishings. You will promptly notify us of any material damage to the Apartment.
 - f. You will comply with all federal, state and municipal laws and regulations regarding the Apartment. You will pay us the amount of any fines or penalties we have to pay because you or anyone you invite into the Apartment violates any law or regulation.
- 18. PETS.** Pets are prohibited in the Apartment unless a "**Pet Addendum**" is attached to this Lease.
- 19. YOUR DUTIES UPON MOVE_OUT.** Upon termination of this Lease, you agree to leave the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, and appliances in the Apartment, clean and in good repair and condition, normal wear and tear excepted. If you do not, you will be responsible for the reasonable cost of such cleaning, repair and replacement. The carpets must be professionally cleaned and a copy of the receipt provided to the Manager. We recommend that you schedule a walk-through with our staff at least three business days prior to the Ending Date of the Lease Term. If you leave any of your property in your Apartment after the Lease terminates, that property will be considered to be abandoned by you ten (10) days after we give you notice to remove it and we may dispose of it as we deem appropriate.
- 20. CONSENT TO JURISDICTION.** This Lease has been entered into in the City of **Charlottesville** and State of **Virginia**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within City of **Charlottesville** and State of **Virginia**.

- 21. GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of Virginia without regard to its choice of law rules. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
- 22. SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 23. ATTORNEYS' FEES AND COURT COSTS.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our court costs, reasonable attorneys' fees and expert witness fees, in addition to any amounts awarded to us in such action.
- 24. ENTIRE AGREEMENT.** This Lease contains the entire agreement between you and us. There are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements not set forth in this Lease have been made to you by us or any of our representatives (including the Manager and other management and leasing personnel, employees and agents). No change to this Lease is effective unless in writing and signed by us.
- 25. GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we", "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned Resident(s) of the Apartment and the Guarantor where applicable.
- 26. HEADINGS.** The paragraph headings herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
- 27. ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$0.00 assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
- 28. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition of this Lease.
- 29. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender may terminate this Lease as provided by law or may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, and the lender so chooses, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease. In such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
- 30. SALE.** Any sale or other transfer of the Community will not affect this Lease or any of your obligations under this Lease, but upon such sale or transfer and written notice to you, we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
- 31. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
- 32. HOLDING OVER.** If you occupy your Apartment past the Ending Date of the Lease Term or the date on which you are notified to vacate your Apartment, your occupation of the Apartment will be considered a tenancy at sufferance, and you agree to pay a monthly use and occupancy charge equal to twice the monthly Rent. If we bring an eviction action against you, you waive the service of a notice to quit based on lapse of time. Any such holding over will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of the

Apartment and damages from you.

- 33. NOTICES; ELECTRONIC NOTIFICATION.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (*standard text messaging fees may apply – to opt out simply respond “stop” to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 34. PARKING.** The Landlord furnishes none off-street parking space(s) with this apartment. All off-street parking is by permit only and is assigned a numbered spot. Unauthorized vehicles, vehicles parked inappropriately, unregistered or disabled motor vehicles, boats, campers and trailers are prohibited and will be removed from the Community without prior notice and at the owner's expense.
- 35. INSURANCE.** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
- 36. GUESTS AND OVERNIGHT STAYS.** You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of five (5) nights per month, but only three (3) consecutive nights each month, and in no event more than 30 days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: **EDR Charlottesville Wertland, LLC**

BY: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date



WERTLAND SQUARE RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of promoting the convenience, safety or welfare of residents in **Wertland Square**; making a fair distribution of services and facilities held out for all **Wertland Square** residents generally, and preserve our property from abusive use. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure, unless other provisions of the Lease or **Virginia** law apply:

- First:** If there is a complaint, we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.
- Second:** If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.
- Third:** If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately and we may, but are not obligated to, terminate your Lease.
1. No solicitation or canvassing of any kind is permitted in the Community, without our prior written consent, which must be obtained for each instance.
 2. You will not use any part of the Community for any commercial or business purpose. You will use and occupy your Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
 3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc. in the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
 4. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
 5. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
 6. Live decorations such as trees/wreaths are prohibited.
 7. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the use or storage of outdoor grills is not allowed.
 8. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
 9. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. The City of **Charlottesville** has a tough Noise Control Ordinance, which you should read and obey. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable use of televisions, radios, guitars, pianos, keyboards, stereo systems, computers or other sound equipment) are not permitted in the Community. No musical band instruments of any kind may be played in the Community without our prior written consent. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so.
 10. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within

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100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.

11. Routine maintenance requests should be submitted to the Manager during normal business hours. All requests must be made directly to the Manager to insure proper documentation and follow-up. Maintenance personnel are not authorized to take service requests directly from the residents. We will make every effort to expedite service. If you have emergency maintenance when the Manager's office is not open, call the emergency number given to you by the Manager
12. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of **\$25.00** per key will be made for each key lost or not returned. A fee will be assessed for lock-outs.
13. You must comply with posted Rules and Regulations.
14. A returned check charge of **\$50.00** will be assessed for any check returned unpaid.
15. No furniture/appliance is to be removed from public areas or from the Apartment.
16. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container.
17. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in Breezeways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove.
18. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Apartment without our prior written consent.
19. As a convenience, we may accept mail/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package.
20. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
 1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
 2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
 3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
 4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
 5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions. These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others.

21. You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than **\$100,000.00** per occurrence ("Insurance Requirement"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are

Wertland Square

not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings - it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other residents at the Community a program (the "Program") providing residents with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through **Multifamily Insurance Partners LLC**. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. If you arrange your own personal liability insurance from a company other than **Multifamily Insurance Partners LLC**, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

- A. From **Multifamily Insurance Partners LLC** through the Program. If you elect to purchase personal liability insurance (or renters insurance) from **Multifamily Insurance Partners LLC**, **Multifamily Insurance Partners LLC** will provide us with the required proof of insurance. (You may access this Program at www.StudentInsurancePolicy.com or by calling **866-341-1314**.)

OR

- B. From another insurance company of your choosing, in which case you must:
 - (1) Obtain and maintain a policy of **\$100,000.00** personal liability insurance
 - (2) Have your insurance policy designate Owner and Manager as an "interested party"
 - (3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.

- 22. Self-balancing scooters, e.g. battery operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.

I have read and understand all of the Rules and Regulations set forth above and I agree to fully comply with them. I understand that if I violate these Rules and Regulations I will be in default of the Lease (Paragraph 13 (c)).

OWNER: **EDR Charlottesville Wertland, LLC**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date



INSURANCE ADDENDUM

(Liability Insurance Required by Resident)

This Insurance Addendum ("Addendum") to the Lease dated **February 28, 2016** (the "**Lease**"), is made by and between Owner and Resident for the rented premises at the Community identified in the Lease. This Addendum serves to implement your Lease requirement to obtain liability insurance.

You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than **\$100,000.00** per occurrence ("**Insurance Requirement**"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are not required to purchase renters insurance, only personal liability insurance. Insurance coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other residents at the Community a program (the "**Program**") providing residents with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through **Multifamily Insurance Partners LLC**. This is meant as a service to you, as these pre-approved and convenient policies may have compelling benefits to consider, but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. **If you arrange your own personal liability insurance from a company other than Multifamily Insurance Partners LLC you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.**

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

A. From **Multifamily Insurance Partners LLC** through the Program.

If you elect to purchase personal liability insurance (or renters insurance) from **Multifamily Insurance Partners LLC**, **Multifamily Insurance Partners LLC** will provide us with the required proof of insurance. (You may access this Program at www.StudentInsurancePolicy.com).

OR

B. From another insurance company of your choosing, in which case you must:

- (1) Obtain and maintain a policy of **\$100,000.00** personal liability insurance
- (2) Have your insurance policy designate Owner and Manager as an "interested party"
- (3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

I acknowledge that failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity. In the event of any conflict between the terms of this Addendum and other terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has the purpose of the Lease.

Resident:

Owner:

Wertland Square

Date

Date

RULES AND REGULATIONS RELATED TO SEVERE WEATHER

The following is hereby added to the Rules and Regulations and incorporated into your current Lease:

During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:

1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
2. Adjust your thermostat to no lower than sixty degrees (60) Fahrenheit. You may not turn off your heat.
3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions.

These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions.

As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others. We strongly encourage you to purchase insurance to cover damage to your personal belongings. The community owner and management company assume no liability for personal loss.

(Resident)

Date (Owner/Agent)

Date

