

Landlord copy\_\_\_ Tenant copy\_\_\_

# SAMPLE LEASE

206 HALEY ROAD  
ASHLAND, VIRGINIA 23005  
VOICE (804) 798-8080  
FAX (804) 798-6433

## 123 Home Name

THIS LEASE AGREEMENT, made this 17th day of February, 2015, by and between

**BRUCE FOLKES**, herein referred to as "Landlord,"

and **Tenant Name**      **C#**

jointly and severally, herein referred to as "Tenant,"

and **Guarantor Name**

,jointly and severally, herein referred to as "Guarantor(s)".

### WITNESSETH:

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

### LEASED PREMISES

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," which has a street address of **123 Sample Home Ashland, VA. 23005** in the County of **Hanover**, Virginia.

### TERM OF LEASE

The term of this lease shall commence on **March 1, 2015** and shall end **February 29, 2016**, unless otherwise terminated.

### RENTAL

The Tenant covenants and agrees to pay as monthly rental the total sum of **one thousand two hundred fifty dollars (\$1,250.00)**, due and payable on the first day of each month beginning on **March 1, 2015**. Rent shall be deemed to be paid when received at **206 Haley Rd., Ashland, VA 23005**, or at such other place as the Landlord may from time to time designate in writing to the Tenant, between the hours of

7:00 a.m. and 4:00 p.m. Monday through Friday, excluding federal holidays. In the event a monthly payment is received on or after the sixth (6th) 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 dollars (\$50.00)** in addition to a late fee, for all checks returned for insufficient funds or other reasons. All rental payments will be first applied to all past due balances and then to current rental due. All checks shall be made payable to **BRUCE FOLKES** unless the Landlord shall designate otherwise in writing. If the rent is not paid timely, the delinquent amount must be paid by money order, cashier's check, or certified funds.

**Unless terminated in writing by either party by written notice at least sixty (60) days in advance of the end of the term, or any subsequent renewal term, this lease shall renew upon the same terms and conditions contained herein except for the rent which shall increase by three percent (3%) per annum over the previous year's annual rent.**

#### PARKING

The Tenant is not authorized to park any commercial vehicles at the premises. Further, Tenant will be permitted to utilize **ALL** parking spaces located at the premises and shall pay an additional parking fee of 0 dollars (\$0) per month as additional rent.

#### SECURITY DEPOSIT

In addition to the rental payments set forth herein, the Tenant agrees to pay to **Bruce Folkles** or order the sum of **one thousand two hundred fifty dollars (\$1,250.00)** as a security deposit payable upon the execution of this lease agreement. The deposit is to be held in by the Landlord as security for the faithful performance by Tenant of all the terms of this agreement. Further, if Tenant has fully complied with all the 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. If any portion of the deposit is retained by the Landlord, the

Landlord shall forward after termination of this agreement an itemized accounting of the proceeds which are retained and the reasons therefore within forty five (45) days of termination. Tenant agrees to notify Landlord, in writing, of his new address within three (3) days after vacating the premises. **THE DEPOSIT MAY NOT UNDER ANY CONDITIONS BE DEDUCTED FROM ANY RENTAL PAYMENTS.**

#### ADMINISTRATIVE FEE

The Tenant agrees to pay, in addition to other sums due hereunder, an administrative fee of **one hundred dollars (\$100.00)** payable to Landlord which the Landlord may elect to deduct from the security deposit without any further notice to Tenant.

#### UTILITIES AND EQUIPMENT

Landlord agrees that he will furnish the following utilities and equipment: a washer, dryer, and refrigerator. Landlord shall not be liable for interruption in 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.

#### ASSIGNMENT

The Tenant shall not assign or transfer this Lease, or let or sublet the whole or part of the premise without the prior written consent of the Landlord and the payment to Landlord of an assignment fee in the amount of **two hundred dollars (\$200.00)**. The Landlord is not responsible for inspecting the premises at the time of any sublet and will not repair any wear and tear, or clean or paint for the sublet tenant.

Such sublet or assignment shall not relieve the Tenant of his duties and obligations hereunder. Landlord shall have the right to assign this contract at anytime without Tenant's consent.

#### PETS

No dogs, animals or pets shall be kept in or about the premises by the Tenant or his guests, unless by prior written consent of Landlord. In the event Tenant is given permission to keep dogs, animals or pets in or about the premises, Tenant will be required to pay a non-refundable pet fee of **\$400.00** to Landlord ~~and may be required to pay additional monthly rent to Landlord.~~ **It is agreed that the tenants are allowed to have existing PETS! (2) dogs Buoy & Jetly. New pets are to be approved in writing prior to acquiring pet.**

### SERVICES

The Landlord shall not be responsible for 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 without cause 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 where the Landlord has made timely efforts to repair them. Tenant agrees not to turn the heat below 50° Fahrenheit to prevent the freezing of the pipes. The Tenant agrees to allow the Landlord to turn heat up to 50° Fahrenheit in the event the pipes are in danger of freezing. The Landlord shall be responsible for keeping in good and sanitary order and maintaining at his cost and expense the exterior walls, roofs, electrical wiring, all appliances provided by the Landlord, water, gas and sewer pipes, and heating system, 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 reasonable 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 his own entrance and 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 by Tenant's negligence or the negligence of Tenant's invitees. Landlord will not be responsible for unstopping any waste pipes and water closets that may become choked or clogged. Tenant agrees to keep the premises clean at all times; trash and garbage is to be removed at least twice weekly; to prevent mice and roach problems, dirty dishes shall not be left out, carpets are to be vacuumed and cleaned, and floors are to be kept clean.

#### GROUNDS AND PATIOS

The Tenant agrees to mow, trim, and rake the yard if a single family residence. If the premise is one of a number of multiple family dwellings units (i.e. apartment) then the Landlord shall be responsible for yard maintenance. Tenant shall otherwise maintain the grounds in good condition. Landlord cannot provide tools or other equipment to Tenant. Tenant agrees that grounds and patios are to be kept clear and unobstructed, and that they shall not be used as storage facilities, and that no trash shall be allowed to accumulate thereon. Patios shall be kept clear of weeds; trees and bushes shall be kept trimmed.

#### 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.

#### INSPECTION

After taking possession of the premises, the Tenant has seven (7) days to notify Landlord that any portion of the premises or its equipment, fixtures, smoke detectors, lighting, plumbing, electric, and all other items referred to in the attached addendum. "Move in/out Property Condition Checklist" is not in good working order and clean condition. Tenant shall not be responsible for the repair of any item noted on the Move in/out Property Condition Checklist provided to Landlord within such seven

(7) day period. Tenant's failure to provide such notice within such seven (7) day period shall be deemed acceptance by Tenant that the premises and such equipment, fixtures and other items are in good working order and clean condition. If any item(s) is not in good working order or in clean condition, the Landlord will have seven (7) days to repair or make clean said item(s). Upon expiration of the term of this lease agreement, or any extension thereof, Tenant will leave the premises in the same condition, normal wear and tear expected. The Tenant agrees that he will 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 injury of walls, ceilings, floors or appliances which will not be considered ordinary wear and tear. The Tenant further agrees that he will give the 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 his failure to promptly report any defect and for all necessary repairs in the premises or in the equipment thereof caused by his own negligence or that of his family, invitees, employees, or agents.

#### MAINTENANCE

Tenant will be charged and agrees to pay for all service calls made by Tenant, with a minimum charge of **fifty dollars (\$50.00)** per call, and/or repair 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 **fifty dollars (\$50.00)** shall apply to the following services: changing of fuses; re-setting breakers; unstopping toilets and drains; removing sink traps; changing light bulbs.

All non-emergency maintenance requests must be communicated in writing to Landlord's office, and acknowledged by Landlord in writing, by one of the following delivery methods: in person at 206 Haley Road, Ashland, Virginia 23005, Monday through Friday 7:00 a.m. to 4:00 p.m.

or by e-mail to Bruce.Folkes@folkes-electric.com. **Verbal requests for maintenance may not be honored.**

Emergency maintenance requests are reserved for the following items:

1. No heat when temperature outside is 45 degrees Fahrenheit or below.
2. No air conditioning when outside temperature is 95 degrees Fahrenheit or above.
3. The smell of odor or gas is present.
4. Water is actively leaking and Tenant is unable to stop.
5. Refrigerator will not cool.

The Landlord or his agents may enter the premises at reasonable times and upon reasonable notice for the following purposes: to inspect to see if the Tenant is complying with the provisions of this lease; to make repairs, alterations, or improvements; to show the dwelling to prospective purchasers, mortgagees, tenants, workman or contractors. Such entries shall not be so frequent so as to seriously disturb the Tenant's peaceful enjoyment of the premises. If the Landlord or his 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 reasonable access and occupancy to workmen for redecorating, repairing, and remodeling the premises.

#### **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 Tenants 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 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 institutions of legal proceedings by or against the Tenant looking to a disposition of the premises or any part thereof, or 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 the 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 the Landlord does not receive from the Tenant any payment of rent or other charge by the fifth day of the month for which it is due, the Tenant waives any notice to quit or surrender the premises, and the Landlord may enter and retain possession of the premises, and exclude the Tenant therefrom. Should the Landlord pursue any of the remedies listed, the Tenant shall be liable as follows:

1. For all installments of rent and other charges for the remainder of the term of this agreement which the Landlord, at his option, may declare immediately due and payable.
2. For all expenses, which may be incurred by the Landlord for re-renting the premises, including, but not limited to, brokerage, advertising, cleaning, repairing, and redecorating expenses.
3. For any court costs incurred by the Landlord for collection of unpaid rent or other charges under this agreement, including, but not limited to, Landlord's attorney's fees which shall not be less than one third (1/3) of the amount due from Tenant.

In the event the Landlord fails to abide by the provisions of this lease agreement, or violates any requirement of state or federal law pertaining this lease agreement, when such breach materially affects health and safety, the Tenant may serve a written notice on the 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 in twenty-one (21) days. If the breach can be remedied by repairs, and the Landlord adequately



remedies the breach prior to the date specified in the notice, this lease agreement will not be terminated or abated in any part. The Tenant may not terminate this agreement for a condition caused by the deliberate or negligent act of the Tenant, agents, his family or invitees.

#### 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 day (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.

#### ALTERATIONS

The Tenant agrees not to make any alterations, installations (including the installation of additional locks or chain latches), 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, 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 or the like may be installed on the exterior of the premises without the prior written consent of the Landlord.

#### 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.

#### QUIET ENJOYMENT

The Landlord covenants that the Tenant, on paying the rental and performing the covenants and conditions contained in this lease, shall and may peaceably and quietly have, hold, and enjoy the leased premises. The demised premises shall be occupied only by the Tenant as a private dwelling and for not other purposes, and no person other than those signing this lease as Tenant other than the minor children of Tenant, whether or not such person is a member of the family of Tenant, shall occupy the premises.

#### RENEWAL

Either party hereto may terminate this lease agreement at the end of the term by giving the other written notice at least **sixty (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 term specified in this lease agreement for a subsequent renewal period of the same duration as the previous term upon the same terms and conditions as except for the automatic rent increase as contained herein.

### SUBORDINATION

This lease and all rights of the Lessee hereunder 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 Property by Lessor or assigns of Lessor 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" or with similar meaning. Tenant hereby irrevocably appoints Landlord or its agent as Tenants Attorney In Fact to execute whatever non-disturbance subordination, atonement or similar agreement required by Landlord's lender.

### WATER BEDS-LIQUID FILLED FURNITURE

Water beds or other liquid-filled furniture are not permitted unless Landlord agrees to same in writing. If permitted a copy of the Lessee's current Renter's Insurance Policy must be provided to the Rental Office prior to installation of such furniture. The Policy must insure the Landlord against any damages, including rupture or leaks of the water bed or liquid filled furniture.

### WINDOW COVERINGS

Lessee understands and agrees that all window coverings will appear white to the outside of the building. This shall include blinds or any other window treatments

### TERMINATION

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 double the preceding rental rate for the duration of the holdover period or one month's rent, whichever is greater. Tenant shall be liable for any damages suffered by the Landlord due to Tenant's failure to vacate.

### VACATING

Upon the termination of the tenancy, the Tenant shall completely vacate the premises, including the removal of all of his 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 his discretion, without any liability to the Tenant for damage or loss. The Tenant shall pay for all costs of removal of such property. Any item left behind by the Tenant and not claimed within ten (10) days of the termination of this lease agreement, will be disposed of by the Landlord. 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 allow the Landlord to inspect the premises, in the Tenant's presence, to verify the condition of the premises and its contents. The Tenant shall undertake the following immediately prior to vacating the premises so as to return it in the condition specified in this paragraph:

- (a) Clean oven, refrigerator, sink, kitchen, cabinets, counter-tops, and floor.
- (b) Vacuum carpets; clean any and all linoleum and tile floors.
- (c) Clean walls, molding, and doors of grease, print, pen and pencil marks, dirt, dust, and fingerprints, etc.
- (d) Clean all bathroom fixtures.
- (e) Empty closets of hangers, boxes, and trash.
- (f) Clean all mirrors, windows and glass.

### 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 and members of his family.

#### 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.

#### NOTICES

Notices may be served upon the Tenant in person or by certified mail addressed to the premise's address. Written notice of termination by the Tenant as well as other written notices required in this agreement must be presented in person or mailed to 206 Haley Road, Ashland, Virginia, 23005, or at such other place as the Landlord may designate in writing.

#### FINAL AGREEMENT

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

RULES AND REGULATIONS

The Tenant covenants and agrees to abide by all rules and regulations. By affixing their signature hereto, Tenant acknowledges receipt of the rules and regulations currently in effect as of the date hereof and attached as Addendum A. Notwithstanding the foregoing, Tenant acknowledges that Tenant is liable for the conduct of his/her guests, invitees, and agents and misconduct by a Tenants 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 and public nuisance laws.

ADDENDUM

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

- Rules and Regulations
- Smoke Alarms and Safety
- Disclosure of Information of Lead Based Paint or Lead-Based Paint Hazards
- Cleaning, Replacement, and Repair Cost Upon Vacating Your Unit
- Keys and Charges
- Drug Free Housing Agreement
- Mold Disclosure
- Move In/Move Out Property Condition Checklist
- \_\_\_\_\_
- \_\_\_\_\_

AGENTS

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

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 9:00 am and 7:00 pm Monday through Saturday for the purpose of showing the premises to prospective Tenants.

GUARANTOR

By affixing their respective signatures hereto, the guarantor(s)

and **Guarantor name**

agree to the full and faithful performance of all the 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, all maintenance fees, all fess due to damages incurred herein, and any and all other fees or obligations of Tenant hereunder..

The undersigned Guarantors 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 Guarantors liability hereunder.

**THIS DOCUMENT IMPOSES FINANCIAL AND LEGAL OBLIGATIONS. IF NOT UNDERSTOOD, YOU SHOULD SEEK COMPETENT LEGAL ADVICE.**

WITNESS the following signatures and seals:

\_\_\_\_\_  
**BRUCE FOLKES Landlord** (SEAL)

\_\_\_\_\_(SEAL)  
Tenant name (Tenant)

\_\_\_\_\_(SEAL)  
Guarantor name (Guarantor)



Addendum A - Lease Agreement  
Rules and Regulations

- 1) The Tenant shall not install anything which projects out of windows; in addition, nothing is to be placed on the building's exterior, i.e. television/radio antennas, cables, clothes lines, etc. All fixtures installed therein must have prior written approval from management, and shall become a permanent fixture in the apartment. This includes locks, installation of cable TV and telephone jacks, etc. It is specifically prohibited that door locks be changed without prior written authorization of management.
- 2) Porches/Patios/Balconies must be kept neat and clean at all times and never used as a storage area. Only plants, propane gas grill and outdoor furniture are permitted. No towels, laundry, mops, boxes, trash containers, etc. 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.
- 3) 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.
- 4) 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 a trash container they will be issued a minimum of a Fifty and 00/100 Dollars (\$50.00) charge. All discarded furniture must be removed from the property by the Tenant.
- 5) It is the responsibility of Tenant to obtain appropriate renter's insurance coverage. This insurance should include coverage for all personal items such as furniture, clothing, etc. whether kept in the apartment, storage areas, or automobiles parked on the premises. All personal property placed on the apartment premises, storage rooms, or in any other part of 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.
- 6) 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, or laundry rooms or other places defined by the Landlord. Loitering is not allowed in the common areas of a building or complex. Loitering or not directly supervising children is considered breach of your Lease Agreement and will be considered grounds for eviction. Children under the age of 18 that are not directly being supervised by their parents must be indoors by dark and in no case beyond 9:00 P.M.
- 7) In cases where damage/malfunctions occur, such as broken window/screens, clogged plumbing or garbage disposal, etc., as a result of Tenant's neglect or misuse, the cost of repair or replacement will be borne by the resident.
- 8) 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, particularly after 8:00 P.M.
- 9) No Tenant is permitted to reside in an apartment without the proper utilities (electric, water, sewer, gas &/or oil). No kerosene heaters are permitted.
- 10) Rent is due in full on the first (1st) of each month. If rent is not paid by closing time (5:00 P.M.) on the fifth (5th) of the month a late charge will be assessed equal to Ten Percent (10%) of the monthly rent. The Tenant will also be responsible for any attorney, warrant and/or court fees and costs. There will be a Fifty and 00/100 Dollars (\$50.00) bad check charge if a check is returned for any reason. We will then be unable to accept any further personal checks for a six (6) month period and rent must be paid by cashier's check or money order. If rent is paid after the fifth (5th) of the month more than two (2) times within a twelve (12) month period, we reserve the right to terminate the lease and evict you from the premises.
- 11) Vehicles which appear to be abandoned, inoperable, (without current license plates, inspection stickers, missing body parts, i.e., glass, wheels, etc.) will be posted with a notice and subsequently towed away at the owner's expense. Recreational vehicles may not be parked at the premises without written approval from Landlord.
- 11b) 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 owner's expense.
- 12) Waterbeds are not permitted.
- 13) Pets are not permitted, unless written authorization from the Landlord, and a Pet agreement has been signed as an addendum to the Lease Agreement.
- 14) Tenants who are locked out of their Premises must engage a locksmith to unlock their Premises. At times, it may be convenient for the Landlord to unlock the apartment for a Tenant. When a Tenant's Premises is unlocked, a Fifty and 00/100 Dollars (\$50.00) charge will be assessed to the Tenant.

15) Periodically, Landlord will perform an inspection of each Premise to ensure the Rules and Regulations are being adhered to and to perform checks on major systems such as heating, cooling, plumbing, electrical, etc. Tenants will be given twenty four (24) hour written or mutually agreed upon verbal notice before these inspections occur.

16) Window screens are not provided for Tenants.

17) Tenant agrees not to prop the building entry, hall or laundry room doors open and agrees to report to Management anyone doing so.

18) Any fireplaces on the Premises are decorative only and are not to be used for heating.

19) Tenant must give Landlord notice of an anticipated extended absence of Tenant(s) 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 cover any actual damages sustained

Addendum B - Lease Agreement  
Smoke Alarms and Fire Safety

In accordance with local fire code regulations, I hereby acknowledge receipt and installation of 5 smoke detector(s) in my Premises located at: **123 Sample Home Ashland, Va 23005**

I understand that I am responsible for reporting any malfunctions, in writing, to the rental office. I acknowledge that the smoke detector(s) is in operable condition and understand that I will be charged **Fifty and 00/100 Dollars (\$50.00)** per detector if the detector(s) is removed or damaged and **Fifteen and 00/100 Dollars (\$15.00)** if the detectors batteries are removed from my apartment.

TENANT'S RESPONSIBILITY:

- Tenant shall not remove/disconnect battery or electrical power from smoke detector(s).
- Tenant(s) shall not remove the smoke detector(s) from its required location.
- Tenant(s) shall report all malfunctioning smoke detector(s) to management in writing.

MANAGEMENTS RESPONSIBILITY:

- Management will service, repair or replace any malfunctioning smoke detector(s) within five (5) days of receipt of written notice from the tenant(s).
- Management will annually inspect and test tenant's smoke detector(s) to ensure its required location and proper operation.

ADDENDUM C - LEASE AGREEMENT  
DISCLOSURE OF INFORMATION OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS

**Subject property: 123 Sample Home Ashland, Va 23005**

**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 in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

- (a) Presence of lead-based paint and/or lead-based paint hazards. (Place an "X" by (i) or (ii) below)
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain below:
  - (ii)   X   Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (Place an "X" by (i) or (ii) below)
- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the housing. List documents below:
  - (ii)   X   Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement**

- (c) Lessee has received copies of all information above.
- (d) Lessee has received the pamphlet *Protect Yow' Family from Lead in the Home*.

**Agent's Acknowledgement**

- (e) Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

# 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).

## 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
- About health effects of lead
- 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 and 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).

## 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 or 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 HUD's Office of Healthy Homes and Lead Hazard Control 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/offices/lead/](http://hud.gov/offices/lead/)

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U.S. EPA Washington DC 20460

U.S. CPSC Bethesda MD 20814

U.S. HUD Washington DC 20410

EPA-747-K-12-001

September 2013

## **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 fixing 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 avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
  - 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.

## **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  
5 Post Office Square, Suite 100, DES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPDrrOPE  
Lenexa, KS 66219  
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 941 05  
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 981 01  
(206) 553-1200

## 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/lead](http://epa.gov/lead) 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 **1-800-877-8339**.

## 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

## 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.**

## Other Sources of Lead

**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
  - Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **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>1</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 "azarcon," used to treat an upset stomach.

In 1978, the federal *government* banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). 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 (76 FR 44463).



**Renovating, Remodeling, or Repairing (RRP) 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 and
  - Using a heat gun at temperatures greater than 11 00°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/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

In general, the older your home or childcare 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 uses of lead-containing paint. 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), or more than 0.5% by weight.

"Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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

**Deteriorating lead-based paint (peeling, chipping, chalking, 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 reenter 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:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  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.

## 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:

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## 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 ~ 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 professional. 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.

## 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

## 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.'

## 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 avoid fatty (or high-fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

Addendum D - Lease Agreement  
Cleaning, Replacement, and Repair Cost Upon Vacating Your Unit

Prior to moving out, your Premises should be clean and in the same working condition it was in when you moved in. Landlord will perform an inspection of the Premises to verify that you have left the Premises in that condition. Should Landlord find the Premises not in such condition the following states the cost that will be charged to the Tenant for correcting the unit's condition. The following list of charges will be deducted from your security deposit or owed to us *if* your security deposit is insufficient to cover the charges. The prices given below are average prices only. If our cost incurred is higher, you will be responsible for paying the higher cost. Please also note that this is not an all-inclusive list; you can be reasonably charged for cleaning, replacing, or repairing items not on this list

Apartment Cleaned _____	\$150
Stove Cleaned _____	\$50
Oven Cleaned _____	\$50
Dishwasher Cleaned _____	\$50
Refrigerator Cleaned _____	\$50
Cabinets Cleaned _____	\$50
Trash Removed _____	\$75 minimum
Painting per room _____	\$175
Drywall Repair _____	\$100 minimum
Replace Toilet _____	\$175
Install New Bath Fixtures _____	\$150 each
Replace Interior Doors _____	\$150
Replace Kitchen Sink _____	\$150
Replace Counter Top _____	\$400
Replace Sliding Window Glass _____	\$100
Replace Picture Window Glass _____	\$150
Replacement of Tile _____	\$10 per tile
Replacement of Carpet _____	\$20 per yard
Refinishing of Hardwood Floors _____	\$200 per room
Replace Exterior Doors _____	\$500 each
Replace Door Jams _____	\$200
Replace Mailbox Panel _____	\$50
Replace Kitchen Disposal _____	\$100
Lost Door Keys _____	\$50
Fire Extinguisher _____	\$40
Miscellaneous/other/appliance parts _____	various
Electronic Keys _____	\$100
Lessor provided Furniture _____	\$150 per piece
Window Blinds _____	\$50 each

Addendum E • Lease Agreement

Drug Free Housing Agreement

- 1) 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.
- 2) The Tenant or any member of the Tenant's household shall not permit the dwelling unit to be used for or to facilitate criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.
- 3) 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 USC802)).
- 4) Violent Criminal Activity means the 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.
- 5) One or more violations of Section 1 or Section 2 of this Addendum to Lease Addendum 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.
- 6) Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
- 7) In case any conflict between the provisions of this Lease Addendum and any other provisions of the Lease Agreement, the provisions of this Lease Addendum shall govern.
- 8) 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 report filed by another resident on the premise, the Landlord may terminate this Lease Agreement by giving the Tenant thirty (30) days notice Of his intent.
- 9) This Lease Addendum is incorporated into the Lease Agreement between the Landlord and the Tenant, effective

ADDENDUM F - MOLD DISCLOSURE

This Lease addendum shall become a permanent part of a Lease Agreement for:

Tenant Name(s): **Candace Mraz**

Address: **123 Sample Home Ashland, Va 23005**

Original Lease Date: **March 1st, 2015**

Effective date of this agreement: **March 1st, 2015**

Whereas, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged and agreed, the parties hereto agree as follows:

**Mold Information and Prevention Addendum**

1) Lessee acknowledges and understands that mold (also known as mildew) is found throughout the environment. As long as moisture is present, mold can grow; without moisture, molds cannot reproduce. It is through undiscovered or ignored water problems that these organisms can become a health issue. In some cases, indoor mold may be growing on hidden surfaces (e.g., the backside of dry wall, wallpaper, or paneling, the top of ceiling tiles, the underside of carpets and pads, etc.) and thus be less obvious during visual inspection by either the Lessor or the Lessee. Hidden mold growth may be suspected if a building smells moldy or water or moisture has been consistently present. Lessees can stop mold growth within the dwelling units by keeping dwellings clean, vacuuming, mopping, using household cleaners, throwing away moldy food immediately, removing moisture from dwelling surfaces, using exhaust fans in the bathroom, keeping the shower curtain inside the tub or fully closing the shower doors, leaving the bathroom door open until all moisture on the mirrors and bathroom surfaces has dissipated, hanging up towels and bath mats so they will completely dry out, and periodically opening windows when humidity is below 50%. Lessee understands that additional information about mold/mildew can be found at [www.cdc.gov](http://www.cdc.gov) or [www.epa.gov](http://www.epa.gov).

2) The Lessee acknowledges that Lessor has no knowledge of factors existing in or about the Lessees dwelling which could be caused by Lessee or previous occupants and which could indicate the presence of mold. Lessor hereby represents that it is not aware of the signs of or presence of any toxic mold in or about the Leased Premises, or the Common Areas, except as may be specifically disclosed to Lessee in writing

3) Lessees Representations and Indemnification

(a) I/We (Resident, Lessee) agree to immediately inform Lessor in writing of any substance that I know or suspect to be a pollutant, contaminant, or other harmful substance or agent, including specifically, but not limited to toxic mold, in or about the Leased Premises or Common Areas. Furthermore, I (Resident, Lessee) agree to immediately inform Lessor of any known common source of mold existing on or about the Leased Premises, including but not limited to 1) rain leaking from roofs, windows, doors, or walls; 2) presence of flood waters; 3) overflows or leaks from showers, bathtubs, toilets, lavatories, sinks, washing machines, dryer discharge vents, dehumidifiers, plumbing lines or fixtures, plants, pet urine, cooking spills, refrigerator or AC drip pans or condensation lines, etc.; and 4) insufficient drying of carpets, carpet pads, shower walls, and bathroom floors. I further stipulate and agree that I have had the opportunity to fully inspect the Common Areas and Leased Premises, and I hereby indemnify and hold harmless Lessor, and its agents, property managers, and assignees, from any and all claims, damages, harms, and losses arising out of or concerning any toxic substances including specifically, but not limited to toxic mold, in or about the Leased Premises or Common Areas, to the extent that such claims are or may be brought by me, my co-tenants, children and offspring, guests, and invitees,

4) Reaffirmation of Lease

(a) To the extent that this Lease Addendum contradicts the Lease, this Lease addendum shall control, however, all other provisions of the Lease are hereby reaffirmed. Specifically, nothing herein shall be construed to restrict the Lessors right and ability to control, regulate, manage, modify, or temporarily restrict access to any common area or matter of common benefit, in Lessors sole discretion. Furthermore, nothing herein shall be construed to diminish or otherwise limit Lessees obligations to Lessor in the event Lessee causes, directly or indirectly, any damage to common areas.

## To be filled out and executed just prior to move in.

This documents that \_\_\_\_\_ has/have received 1 key(s) and has/have made a deposit of **\$25.00 Dollars** for those keys for an apartment or house located at **123 Sample Home Ashland, Va 23005**

If the keys are returned and in possession of the office, this deposit will be refunded with the Security Deposit. If the keys are lost or not returned, the deposit amounts are intended to offset the cost of replacing such keys.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Tenant Name (Tenant)**

**Return Information:**

**Keys Returned: Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Received by:** \_\_\_\_\_

**Deposit returned:** \_\_\_\_\_ **Date:** \_\_\_\_\_

MOVE IN/MOVE OUT PROPERTY CONDITION CHECKLIST

**Complete the move-in section of this form & return it to your Landlord within seven (7) days of move in date.**

Concerning the Property at: **123 Sample Home Ashland, Va 23005**

All items are presumed to be in good condition unless noted otherwise. Test all locks, window latches, smoke detectors, and equipment. **This form is not a repair request.** Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out Keep a copy for your records.

Use the following codes: "G" good - "F" fair - "P" poor - "M" missing - "N/A" not applicable

**(A)**

Exterior Items	MOVE-IN CONDITION	MOVE-OUT CONDITION
Mailbox		
Fences & Gates		
Sheds& Outbuildings		
Lawn, Trees, Shrubs		
Irrigation System		
Exterior Faucets		
Roof & Gutters		
Siding & Paint		
Driveway		
Exterior Doors		
Door Bell		
Exterior Lights		
Patio or Deck		
Water Shut-Off Valve		
Electrical Breakers		
Stairs		
Other		

**(B)**

Garage	MOVE-IN CONDITION	MOVE-OUT CONDITION
Ceiling & Walls		
Floor		
Light Fixtures		
Cabinets & Shelves		
Auto Door Openers		
Remotes for Doors		
Door to Dwelling		
Other Doors		
Storage Room		
Other		



**(C)**

<b>Living Room</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Ceiling Fans		
Windows/Screens/Latches		
Plugs & Switches		
Fireplace/Logs/Equipment		
Cabinets		
Drapes/Blinds/Shutters		
Smoke Detector		
Other		

**(D)**

<b>Dining Room</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Ceiling Fans		
Windows/Screens/Latches		
Plugs & Switches		
Fireplace/Logs/Equipment		
Cabinets		
Drapes/Blinds/Shutters		
Smoke Detector		
Other		

**(E)**

<b>Family Room</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Ceiling Fans		
Windows/Screens/Latches		
Plugs & Switches		
Fireplace/Logs/Equipment		

Cabinets		
Drapes/Blinds/Shutters		
Smoke Detector		
Closet Shelves & Rods		
Other		

**(F)**

<b>Half Bath</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Fans		
Windows/Screens/Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets & Hardware		
Countertops		
Sinks/Faucets/Stoppers		
Toilet/Lid/Seat/Paper Holder		
Heaters & Exhaust Fans		
Towel Fixtures		
Mirror(s)		
Other		

**(G)**

<b>Kitchen</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Drapes/Blinds/Shutters		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Lights & Ceiling Fans		
Windows/Screens/Latches		
Plugs & Switches		
Pantry & Shelves		
Smoke Detector		
Cabinets & Hardware		
Drawers & Hardware		

Countertops		
Range/Cook top		
Oven (Racks, knobs, broiler, lights)		
Vent Hood (filter, light fan)		
Microwave		
Dishwasher		
Garbage Disposal		
Sink & Faucets		
Refrigerator (shelves, drawers, light)		
Other		

**(H)**

Hall	MOVE-IN CONDITION	MOVE-OUT CONDITION
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Light Fixtures		
Plugs & Switches		
Closet Shelves & Rods		
Smoke Detector		
Other		

**(I)**

Bedroom #1(describe which)	MOVE-IN CONDITION	MOVE-OUT CONDITION
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Ceiling Fans		
Windows/Screens/Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Smoke Detector		
Other		

**(J)**

<b>Bedroom #2(describe which)</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Ceiling Fans		
Windows/Screens/Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Smoke Detector		
Other		

**(K)**

<b>Bedroom #3(describe which)</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Ceiling Fans		
Windows/Screens/Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Smoke Detector		
Other		

**(L)**

<b>Bath #1 (describe which)</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Fans		
Windows/Screens/Latches		
Drapes/Blinds/Shutters		

Plugs & Switches		
Closet Shelves & Rods		
Cabinets & Hardware		
Countertops		
Sinks/Faucets/Stoppers		
Tub/Shower & Faucets		
Grout & Caulking		
Toilet/Lid/Seat/Paper Holder		
Heaters & Exhaust Fans		
Towel Fixtures		
Mirror(s)		
Other		

**(M)**

<b>Bath #2 (describe which)</b>	<b>MOVE-IN CONDITION</b>	<b>MOVE-OUT CONDITION</b>
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Fans		
Windows/Screens/Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets & Hardware		
Countertops		
Sinks/Faucets/Stoppers		
Tub/Shower & Faucets		
Grout & Caulking		
Toilet/Lid/Seat/Paper Holder		
Heaters & Exhaust Fans		
Towel Fixtures		
Mirror(s)		
Other		

**(N)**

Utility Room	MOVE-IN CONDITION	MOVE-OUT CONDITION
Ceiling & Walls		
Paint & Wallpaper		
Doors (locks/stops/knobs)		
Flooring		
Lights & Fans		
Windows/Screens/Latches		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets & Hardware		
Countertops		
Sinks/Faucets/Stoppers		
Tub/Shower & Faucets		
Grout & Caulking		
Washer & Dryer		
Washer & Dryer Connections		
Smoke Detector		
Other		

**(O)**

Other	MOVE-IN CONDITION	MOVE-OUT CONDITION
HVAC (units & thermostats)		
HVAC air filters #		
Window AC Units #		
Space or Wall Heaters		
Cable TV or Master Antenna		
Water Heater		
Alarm System		
Fire Extinguisher (DO NOT TEST)		
Stairs		
Other		

Smoke Detectors # \_\_\_\_\_ Tested? Yes \_\_\_\_\_ No \_\_\_\_\_ Working? \_\_ Yes \_\_ No

Door Locks on all exterior doors tested? (Including but not limited to patio doors, door from house to garage, front door & rear doors)  
 Yes \_\_\_\_\_ No \_\_\_\_\_ Working? Yes \_\_ No \_\_\_\_\_

Number of Keys	Received	Returned
Door keys		
Mailbox keys		
Security cards		
Garage door remotes		
Laundry room keys		
Recreational Facility keys		

The undersigned hereby acknowledges this inventory as part of the Lease Agreement and agrees that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Tenant Name (Tenant)**

**For Landlords Use: This form was returned to Landlord on \_\_\_\_\_ (date).**

\_\_\_\_\_  
**Property Manager**