RINER RENTALS RULES AND REGULATIONS

These rules and regulations are hereby made a part of the signed lease agreement. Any violation of the rules and regulations below will constitute a violation of the lease agreement. These provisions constitute lease rules and regulations that must be followed within the bounds of the signed lease agreement and the VRLTA. It is a legally binding document. If unsure of its scope, please seek competent legal advice before signing the lease.

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PAYMENTS:

- Lease commences at Noon (12:00PM) on commencement date.
- LANDLORD/AGENT shall have the right in any event to require rent payments by money order, cashier's or certified check.
- No post-dated checks will be accepted.
- Rent must be in the Agent's office by the first of each month.
- TENANTs are highly encouraged to pay rent online by logging into their secure account.
- A late charge of \$25.00 or ten percent (10%) of the amount of rent due or any other charges due by terms of this lease (whichever is greater) shall be charged for any payment not received by the Agent by the close of business (5:00 PM) on the fifth day of the month.
- Incurring 3 or more late fees for any reason during any 12-month period is considered chronic late payment, and is a violation of this lease.
- All checks must have the rental address written on the check in the memo line. Checks without an apartment number may be subject to a charge of \$25.00.
- LANDLORD/AGENT is not responsible for mailing time, mailing delays, or the release of Financial Aid by any entity.
- TENANT hereby agrees to pay all costs, expenses, fees and charges incurred by OWNER in
 enforcing, by legal action or otherwise, any of the provisions, covenants, and conditions of this
 Lease, including a 20% Cost of Collections fee, reasonable attorney's fee, 2% per month interest
 on past due accounts, and any other collection fees. TENANT hereby waives the benefit of any
 homestead or similar exemption laws with respect to the obligations of this Lease.

KEYS:

- No keys will be issued at move in time until all deposits and fees for tenant(s) are paid in full.
- TENANT agrees to pay an administration fee of \$75 cash as a lockout fee if LANDLORD/AGENT/CONTRACTOR has to let TENANT into dwelling unit during non-business hours. This must be paid to attendant at the time the TENANT is allowed access.
- If lockout occurs during normal office hours, TENANT may borrow a key from the office if key is returned within the same business day.
- TENANT shall pay a non-refundable lock fee as stated in the lease at beginning of this lease for entry keys.
- One mailbox key will be issued for each rental unit.
- Tenant will be charged \$35 if the original key is not returned.
- Any key copies that are turned in at move out will not be accepted and you will be charged as if no key was returned.

UTILITIES:

- Tenant agrees to have the utilities on and in the Tenant's name during the ENTIRE term of the lease.
- If an appliance must be replaced or repaired due to lack of required utilities; TENANT will be liable for all actual damages incurred by landlord and/or managing agent.

• Tenant shall be charged \$50.00 per person per bill for any bill presented for payment to the property owner. This includes utility accounts not put in tenant's name upon lease commencement or taken out of tenant's name prior to the expiration of the lease.

ALTERATIONS:

- TENANT shall not remodel or make any structural changes, alterations or additions to the premises. TENANT shall not paper, paint or decorate, or install, attach, remove or exchange appliances or equipment.
- TENANT shall not use adhesives, tape, nails or poster putty on walls, ceilings, doors, etc.
- TENANT should use a limited number of tacks or small pushpins for hanging objects on the walls only in order to minimize damage.
- TENANT shall be responsible for any excessive damage to walls, and any damage to doors, woodwork, appliances, ceilings or fixtures caused by nailing, taping, or affixing in any manner pictures, posters, mirrors, hangers, or other items thereto.
- TENANT shall be responsible for any special cleaning/disinfecting needed due to any medical condition (i.e. allergies to dust, smoke, animals, etc.)
- TENANT understands that the numbers of telephone, cable and internet lines provided to the dwelling unit are provided in an "as is" condition.
- The current exterior & interior locks CANNOT be changed without written permission from Landlord/Agent. If permission is given for the TENANT to install a new lock; a key must be given to Management within 24 hours. If Tenant changes the original locks without permission, Tenant will be charged for the cost of immediately removing the locks and installing the original or new lock as well as the cost of the new lock.

DISTURBANCES:

• TENANT agrees to conduct himself, and require other persons on the premises with his consent, whether known by TENANT or not, to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises. Landlord or its agent shall have the right to terminate this lease and evict TENANT if TENANT or any of his assigns, invitees, and/or guests has within a one (1) year period has been twice convicted of violating Section 15-3-2 of the Harrisonburg City Code for violations occurring at the premises or in the near vicinity of the premises. Tenant understands that if Tenant violates any applicable HOA covenants or restrictions tenant may be subject to fines.

INSPECTIONS/SHOWINGS:

Landlord/Agent shall provide tenant with reasonable notification of a showing or inspection of
the dwelling unit. If tenant refuses to allow a showing or inspection with a reasonable
notification a fine of \$50 will be assessed to Tenant's account. Management will inspect your
unit approximately twice per lease term. If management deems it necessary to make additional
inspections based upon suspicion of tenant neglect or abuse tenants will be charged a minimum
of \$25 per person, per inspection.

CABLE & SATELLITE DISHES

• Satellite dishes are only permitted with written permission from Landlord/Agent. Satellite dishes cannot be mounted to buildings. Satellite dishes must be secured and grounded and are limited to one per dwelling unit.

MOVEOUT:

At the expiration of the lease term TENANT shall surrender the dwelling unit in as good condition as they were at the commencement of this Lease, reasonable wear and tear excepted (reasonable wear and tear does not include necessary replacement of light bulbs, heat pump filter, burner pans, smoke detector batteries, thermostat batteries, or flood stop batteries). Light bulbs must be replaced with the same or greater efficiency bulb (i.e. Replace LED bulbs with LED bulbs, etc.); light bulbs within same fixture (covered or uncovered) must have the same color temperature and fixtures within the same room must match.

PARKING/VECHICLES:

- All vehicles must have a current registration, licensing and/or inspections. Vehicles with flat tires, on supports or inoperable may not remain on premises and are subject to towing at owner's expense.
- No vehicles are to be repaired on property.
- Tenant agrees to comply with any and all Parking Policies, Markings, and Signage. Vehicles that violate the Parking Policy, Markings, or Signage will be towed at vehicle owner's expense.
- Vehicle owners who have parked illegally on the premise will be subject to booting or towing at vehicle owner's expense.
- Bicycles must be stored in designated areas (i.e.: bike racks), and not in common community spaces (i.e.: breezeway, sidewalks, etc.). Motorcycles must be properly parked, and not stored inside dwelling unit or on patio/deck.
- Landlord/Agent assumes no responsibility for damage or theft of any vehicle on the premise.
- Any tenant with an alternative vehicle (new car, rental car, or any other vehicle not properly
 permitted) will be subject to towing at Tenant's expense. Tenant must notify management in
 writing and receive a new parking pass from Management for any alternative vehicle in Tenant's
 possession. Management takes no responsibility for any alternative vehicle being towed that is
 not properly permitted.
- You will need to obtain a new parking pass prior to July 31st each year you renew your lease.

PROHIBITED ITEMS/TRASH:

- Outdoor fire places, pits, chimineas and any outdoor burning device; candles, vaping, incense, kegs, illegal drugs, illegal alcohol, hot tubs, water beds, pools, propane cooking devices, 'Frat Benches', indoor furniture outside of the unit and undomesticated animals are prohibited.
- We further understand if the above items are found on the premises, they will be removed and disposed of at the tenant's expense.
- Outdoor parties are strictly prohibited.

- No sand, hay/straw or gravel may be dumped inside or out of the property without owner/landlord permission
- No climbing on structure or roof access at any time.
- No Smoking inside or within 20 feet of the dwelling units. Any and all trash from smoking or
 other activity left outside of a unit shall be tenant responsibility and tenant will be subject to
 fines as laid out in "Maintenance" above.
- If LANDLORD/AGENT determines that furniture outside the unit is improper, LANDLORD/AGENT will have it removed and TENANT will be charged according to the expense incurred.
- Each TENANT occupying the premises will be fined a minimum of \$50 for improper disposal/placement of trash (i.e. leaving trash in breezeways, or deck/patio/balcony, etc.). No further notice will be given before trash is removed and the fine added to TENANTs account. It is TENANT'S responsibility to know what the rules for proper trash disposal are for the leased Dwelling Unit.

OTHER:

- Tenant consents to any and all emails, texts and automatic phone broadcasts from Landlord/Agent.
- Tenant consents to having their records stored in a secure online database.
- Agreements/disagreements/understandings between roommates are between roommates only and are not between roommates and Landlord/Agent and shall be handled amongst roommates.
- You cannot guaranty your own Lease. You cannot guaranty your roommates lease. Guarantors must be at least 18 years old and U.S. resident with a domestic address.
- Upon request Riner Rentals will release all co- tenant contact information on file to the parents or guarantors of all cotenants.
- Security camera footage will only be released to law enforcement personnel; a valid case number is required.
- Any violation of this lease may, at LANDLORD discretion, result in a fine of \$50 per person. Any
 repeat violation of this lease may, at LANDLORD discretion, result in a minimum fine of \$100 per
 person.

Replacement House Key:
\$35 per key
Replacement Mail Key:
\$35 per key
Re-Key Rental Lock:
Actual Cost of Equipment and Labor (\$35/hour +)
Re-Key Mailbox:
\$75 and Actual Cost of Labor Billed by Licensed Contractor
Lockout Fee:
\$35 per occurrence during normal business hours
\$75 per occurrence after hours (cash required after hours)
Unauthorized Pet Fees:
\$250 initial fine per pet and
\$50/day per pet, until pet is removed and Riner Rentals is notified in writing

POTENTIAL FINES, FEES, AND CHARGES:

10% of the amount returned/not accepted

Refusal to Allow Entry After Proper Notice Given:

\$35 per occurrence

10% of amount of rent not paid

Late Fee:

NSF Fee:

Unauthorized Lock Change Fee:

Cost of New Lock, New Keys, Re-key, Actual Labor Cost, and \$50 fine

Unauthorized Heating Source:

\$50 per day once found and each day until written notice of removal sent to Riner Rentals

Waterbeds, Combustible Fuel Storage, Halogen Lights:

\$50 per day when found and each day until receipt of written notice of removal to Riner Rentals

Disabling a Smoke Detector:

\$200 per smoke detector, per occurrence, and subject to State Fines of up to \$2500 per occurrence if prosecuted

Parking Pass Replacement (if applicable):

\$35 per pass replaced

Smoking Fee:

\$500 first occurrence, increasing by \$100 each subsequent offense

Keg Fee:

First Violation: \$100 per tenant

Second Violation: \$200 per tenant

Third Violation: \$300 per tenant

Subsequent Violations: \$500 per tenant

Noise/Nuisance Violation Fee:

First Violation: \$100 per tenant

Second Violation: \$200 per tenant

Third Violation: \$300 per tenant

Subsequent Violations: \$500 per tenant

Refuse/Trash/Exterior Cleaning Fee:

\$50 per bag or bulk item per occurrence per tenant

Holdover Fee:

\$250 per tenant, plus prorated amount equal to 150% normal rent per per day until out of unit.

Damage Fees at Move Out:

See Lease Agreement

<u>Early Termination Fee:</u> 1 month's Rent plus responsibility to pay rent until qualified replacement is approved and completes application process

Replacement/Removal of a Tenant on the Lease Agreement:

\$250 paid by outgoing tenant – Per occurrence